SUPREME COURT OF THE UNITED STATES.

No. ~~205~~ 125.

GRINNELL, MINTURN & CO., STURGIS, BENNETT & CO., AND C. M. FRY & CO., CLAIMANTS OF A PORTION OF THE CARGO OF THE SCHOONER MARY CLINTON, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

GOVERNMENT PRINTING OFFICE.

SUPREME COURT OF THE UNITED STATES.

No. 205.

GRINNELL, MINTURN & CO., STURGIS, BENNETT & CO., AND C. M. FRY & CO., CLAIMANTS OF A PORTION OF THE CARGO OF THE SCHOONER MARY CLINTON, APPELLANTS,

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1 UNITED STATES OF AMERICA,
Southern district of New York, ss:

THE UNITED STATES AND ALL OTHERS INTERESTED AS captors
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND HER cargo, Sturgess, Bennett & Co., Grinnell, Minturn & Co., Chas. M. Fry & Co., cl'm'ts of part cargo, appellants. } 16, 354.

I, George F. Betts, clerk of the district court of the United States of America for the southern district of New York, do hereby certify that the writings annexed to this certificate are true copies of their respective originals on file and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, this eighteenth day of December, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the said United States the eighty-eighth.

[SEAL.] GEO. F. BETTS, *Clerk.*

D. D. LORD, I. N. DUKES, BEEBE, DEAN & DONOHUE,
Proctors for Claimants.

2 District court of the United States for the southern district of New York.

THE UNITED STATES AND ALL OTHERS INTERESTED AS captors
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, APPAREL and furniture and cargo, and property of every description on board. } In prize.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

E. Delafield Smith, esquire, the attorney for the United States for the southern district of New York, informs this honorable court that the above-named vessel, her tackle, apparel, and furniture, and goods, wares, and merchandise found on board on or about the 29th day of May, in this present year, 1861, was captured by the vessel of war of the United States, the Powhattan, David Porter commanding, in the Gulf of Mexico, near one of the mouths of the Mississippi River, while steering towards the said river, and bound for the port of New Orleans. And the said vessel, with her tackle and apparel, and the property on board, have been brought into the port of New York as lawful prize. In attestation of which he exhibits the said schooner's papers, documents, and letters found on board, and also the testimony of the witnesses duly taken in preparatorio by the prize commissioners appointed by this honorable court, which are or will duly filed in the registry thereof.

3 He therefore prays that a monition may be issued in due form of law, and pursuant to the regulations of this honorable court in matters of prize, requiring all persons at the time and place therein specified, to show cause why the said vessel and property should not be condemned as lawful prize by the definitive sentence of this court, and the attestations aforesaid, or such further proof as may be ordered sustaining this

information that such sentence of condemnation be passed; and pursuant thereto that a decree of sale of the said property, and of the distribution of the proceeds thereof, pursuant to the laws of the United States and the rules and regulations of this honorable court may be duly had herein.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Endorsed: 16, 354. U. S. district court. The United States of America vs. the schooner "Mary Clinton," her tackle, apparel, and furniture, and cargo and property of every description on board. Libel of information. E. Delafield Smith, U. S. dist. att'y.

Filed July 3, 1861.

4 District court of the United States for the southern district of New York.

In the matter of the schooner Mary Clinton and her cargo, taken as a prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John McNort, being duly sworn, deposes and says that he is quarter-gunner on board the United States ship Powhattan; that he was on the Powhattan when the above-named schooner was taken; that she was taken by said ship between two and three o'clock on the 29th of May, 1861, off the mouth of the Galuda branch of the Mississippi River; that when taking her she was bound in to the pass towards New Orleans. We took her in tow and carried her to the southwest pass, and came to anchor there. Between six and seven o'clock the next evening I was sent on board with a prize crew, consisting of Prize Master Bernard Duyker and myself, as a seaman of the prize crew, and Edward Philip, another seaman, James Warden, another seamen, and two landsmen—the name of one is Thomas, I think William Thomas, the other by the name of Powers, whose first name I do not know—sergeant of marines, named Stoner, two privates, one named
5 Boland and one named John McGrath; that the prize master took possession and proceeded immediately to sea; that we proceeded on our course for New York, and on the night of the twenty-sixth of June, during the watch of seamen Phillips, Worden being at that time at the wheel, Mr. Duycker being at the same time on deck, the schooner was struck with a squall, and Mr. Duycker was carried overboard by either the main sheet or main boom, and drowned. The cry was given, a man overboard, when all hands came on deck. Every effort was made, assisted by the captain of the schooner, to save him, without avail. That at the request of the crew I then assumed command of the schooner, and notified the captain of the schooner, to which he assented. That we attempted to make Philadelphia as the easiest and nearest port, but on a change of weather and a good fair breeze springing up, we headed for New York, and arrived there on Saturday morning, the 29th of June, and reported on arrival to Commodore Breeze. That on our arrival here we searched the schooner for the papers of the vessel, and could find no papers except the instructions of Commander Porter, of the Powhattan, (which paper is hereto annexed and marked in red ink A
6 1;) that to the best of the knowledge and belief of deponent, the papers of the schooner were on the body of Prize Master Duycker, and carried overboard by and with him; that on the voyage, and after the loss of the prize master the mate of the schooner, Mr. Bateman, or Mr. Backman, assisted in the navigation of the schooner, and in fact he assisted Mr. Duycker in the navigation of the schooner during the entire voyage after the first day out.

That deponent has delivered to the prize commissioners each and every document, paper, and writing received by him, relating to the aforesaid captured property in the same state and condition in which he received them, without

any "frauds, subduction, or embezzlement," and without any additions or alterations whatever; and he does not know, nor does he believe, that any of the documents, papers, and writings so received are missing or wanting, except as herein stated.

The deponent further says that if at any time hereafter, and before the final condemnation or acquittal of the said captured property, any further or other papers relating thereto shall be found or discovered, to his knowledge,
they shall be delivered up or information thereof given to the prize
7 commissioners of this district, or to this court.

JOHN McNORT.

Subscribed and sworn before me this 1st day of July, 1861.

HENRY H. ELLIOTT, *U. S. Prize Com'r.*

8 A No. 1, H. H. E., P. C.

U. S. SHIP POWHATTAN, *at Sea, May 30th*, 1861.

SIR: You will take charge of the prize schooner Mary Clinton, of New Orleans, and proceed to the port of New York. On your arrival at that place you will proceed with the vessel to the navy yard, and report yourself to the commandant of the yard, and take his instructions with regard to delivering the vessel over to the U. S. marshal at New York, to be proceeded against according to law for a violation of the President's proclamation in endeavoring to break the blockade of southern ports. You will also report yourself to the hon. Secretary of the Navy through the commandant of the yard, and send to the department a list and rating of the men who are to compose your crew. You will hold yourself in readiness to give testimony in relation to the capture of the schooner, when she was taken, and all the circumstances attending it. You will take particular care of the register and manifest of the schooner, keep them about your person, and deliver them, sealed and unmutilated, to the marshal of the district. You will be particular that the cargo is not broken into, and be careful that every-
9 thing on board is delivered over to the marshal, who will decide what part of the charts and instruments belong to the captain, who will go on in the vessel as a witness. You will be particular in keeping clear of all strange sails, and avoid the southern coast, keeping on the middle of the Florida stream.

In relation to the seamen and marines who accompany you, you will receive the instructions of the commandant of the yard.

Very respectfully,

DAVID D. PORTER, *L't Com'g.*

Gunner BERNARD DUYCKER,
U. S. S. Powhattan.

Endorsed: Present this and all the ship's papers to the office of the U. S. district judge, 39 Chambers street, New York, on Monday morning at ½ past 10 o'clock.

HENRY H. ELLIOTT, *U. S. Prize Com'r.*

June 29, 1861.

Bring the captain with you.

10 U. S. district court.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &c.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York.

The undersigned, prize commissioners for the said district, respectfully report to this court that in pursuance of an order made and entered in the above cause on the 27th day of June, 1862, whereby it was, among other things, ordered and directed that the said schooner Mary Clinton, her tackle, &c., be appraised by the prize commissioners upon their giving two days notice thereof to the proctor for the claimants, they have enquired into the value of the said schooner, and have caused the same to be examined by experts, whose affidavits are hereto annexed. That the proctor for the claimants duly waived notice of the time and place of such appraisement, as appears by his consent, which is hereto annexed. That, as appears by the said affidavits, (which are believed to be substantially correct,) the said schooner, including her tackle, &c., is of the value of seven thousand dollars, and the commissioners accordingly appraise the same at that sum. All of which is respectfully submitted.

11 New York, July 8th, 1862.

EDWARD H. OWEN.
HENRY H. ELLIOTT.

12 U. S. district court.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, &c.

I hereby waive notice of the time and place of the appraisement by the prize commissioners of the above-named vessel, as required by the order of sale.

Dated New York, June 30, 1862.

D. D. LORD,
Per D. LORD.

13 U. S. district court.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, &c.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

James Smith and Richard Poillon, being each duly and severally sworn, say, and each for himself, says that he is well acquainted with vessels and their values; that, at the request of the prize commissioners, he has examined the above-named vessel, which was lying at Gowanus Creek; that she is of about 278 tons burthen, and about 8 years old; that she has been seriously damaged in her windlass, and her mainmast is somewhat decayed, and she is in fact a poor vessel, rating A 2; that, in the opinion of these deponents, the said schooner is worth, including her tackle and apparel, the sum of seven thousand dollars, and that that is her fair value.

JAMES SMITH.
RICHARD POILLON.

Sworn to before me July 7, 1862.
[L. S.] JOSEPH H. GRAY, *Notary Public.*

14 Filed July 9, 1862.

15 Rec'd July 10, '61.

F. B. E., *Secretary.*

OFFICE OF THE ATTORNEY OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, *New York, July 10th*, 1861.

Messrs. H. H. Elliott and E. H. Owen, prize commissioners:

GENTLEMEN: Your letter of July 6th, or as received, stating that you had examined, "in preparatorio," the master and mate, but none of the crew of the schooner "Mary Clinton. Upon making enquiry, I learn that the master and mate were the only persons belonging to the "Mary Clinton" who were sent to this port by the captors. Should any of the crew be hereafter sent to New York I will produce them before you for examination.

Very respectfully, your obedient servant,

(Signed) E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

16 In the district court of the United States of America for the southern district of New York.

The claim of Jonathan Sturges, Josiah S. Bennett, Benjamin G. Arnold, and Frederick Sturges, co-partners under the firm of Sturges, Bennett & Co., to one hundred tierces of rice marked Jeff. No. 1 to 100, part of the cargo of the schooner Mary Clinton, now in custody of the marshal and proceeded against as prize by the United States of America on behalf of the captors and themselves, showeth, that on or about the tenth day of May last, the firm of T. J. & C. H. Moise & Co., of Charleston, in South Carolina, shipped on board of the said schooner Mary Clinton, the said one hundred tierces of rice, to be delivered at New Orleans to T. L. & E. L. Levy, consignees thereof and there sold; that the object of such consignment was to operate a remittance for the payment of debts owing by the said firm to these claimants and others, their creditors; that subsequently to the said shipment the said firm of T. J. & C. H. Moise & Co. have transferred to these claimants the said rice, to be received and sold by them, and the proceeds thereof placed to the credit of the said firm with these claimants;

17 that at all the times in the libel set forth the said firm of T. J. & C. H. Moise & Co. were indebted to these claimants under their firm of Sturges, Bennett & Co., in an amount exceeding the value of the said rice, and that the same and the proceeds thereof, if restored, do and will belong to these claimants as above expressed; that at all the times aforesaid the said firm of T. J. & C. H. Moise & Co., and the partners thereof and these claimants were all citizens of the United States of America, the former residing and carrying on business at Charleston, in South Carolina, and these claimants at the city of New York, in the State of New York. And these claimants say that the said rice is not, by reason of any such matters as are set forth in the libel, forfeited or liable to seizure, forfeiture, or condemnation. And by way of exception to the sufficiency of the said libel, the claimants specify and shew:

First. That it does not appear that any war exists between the United States of America and the States of South Carolina or Louisiana or the people thereof, respectively, whereby the said rice could be seized, detained, or forfeited as prize.

Second. That it does not appear that any blockade was established

18 or notified to the said vessel or the master or owners thereof or the shippers of the said goods, by reason of which the said goods or any part thereof were or are liable to be seized, detained, or condemned for breach of blockade.

Wherefore these claimants pray that by the decree of this court the said rice may be restored to them with their costs and damages for the illegal seizure, capture, and detention thereof.

D. D. LORD, *Proctor for Cl'ts.*
D. LORD, *Advocate.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Benjamin G. Arnold, of New York, one of the claimants, being duly sworn, severally say that the facts relating to the shipment of the rice, stated in the above-written claim, are stated by him from the correspondence of the shippers, and he does verily believe such statements to be true, and that the other statements in the said claim are from his own knowledge and information, which he believes to be true.

BENJAMIN G. ARNOLD.

Sworn this 10th day of July, A. D. 1861.

A. C. WILLMARTH, *Notary Public.*

19 Filed June 10, 1861.

20 In the district court of the United States for the southern district of New York.

The claim of Jonathan Sturges, Josiah S. Bennett, Benjamin G. Arnold, and Frederick Sturges, co-partners under the firm of Sturges, Bennett & Co., to seventy-five tierces of rice marked [B] 1 to 75, part of the cargo of the schooner Mary Clinton, now in custody of the marshal, and proceeded against as prize by the United States of America on behalf of the captors and themselves, showeth that on the tenth day of May last, or about that time, J. A. Burckmeyer, of Charleston, in South Carolina, shipped on board of the said schooner Mary Clinton the said seventy-five tierces of rice, to be delivered at New Orleans to S. L. & E. L. Levy, consignees thereof, and there
21 sold; that the object of such consignment was to operate a remittance for the payment of debts owing by the said J. A. Burckmeyer to these claimants and others, his creditors; that subsequently to the said shipment the said J. A. Burckmeyer transferred to these claimants the said rice to be received and sold by them and the proceeds to be placed to the credit of the said firm with these claimants; that all the times in the said libel set forth the said J. A. Burckmeyer was indebted to these claimants under their firm of Sturges, Bennett & Co., in an amount exceeding the value of the said rice, and that the same and the proceeds thereof, if restored, do and will belong to these claimants, as above expressed; that at all the times aforesaid the said J. A. Burckmeyer and these claimants were citizens of the United States of America, the former residing at Charleston, in South Carolina, and
22 these claimants at the city of New York, in the State of New York; and these claimants say that the said rice is not, by reason of any such matters as are set forth in the libel, forfeited or liable to seizure, forfeiture, or condemnation. And by way of exception to the sufficiency of the said libel the claimants specify and show:

First. That it does not appear that any war exists between the United States of America and the States of South Carolina and Louisiana, or the people thereof, respectively, whereby the said rice could be seized, detained, or forfeited as prize.

Second. That it does not appear that any blockade was established or notified to the said vessel or the master or owners thereof, or the shippers of the said goods, by reason of which the said goods or any part thereof were or are liable to be seized, detained, or condemned for breach of blockade.

23 Wherefore these claimants pray that by the decree of this court the said rice may be restored to them with costs and their damages for the illegal seizure, capture, and detention thereof.

D. D. LORD, *Proctor.*
D. LORD, *Advocate.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Benjamin G. Arnold, of New York, one of the claimants, being duly sworn, says that the facts relating to the shipment of the rice, stated in the above-written claim, are stated by him from the correspondence of the shipper, and he verily believes such statements to be true, and the other statements in the said claim are from his own knowledge and information, which
24 he believes to be true.

BENJAMIN G. ARNOLD.

Sworn this 10th day of July, A. D. 1861.

A. C. WILLMARTH, *Notary Public.*

25 Filed June 10th, 1861.

26 In the district court of the United States of America for the southern district of New York.

The claim of Charles M. Fry, Overton M. Price, and Chapman J. Leigh to two hundred and eighty-three casks of rice marked as follows: "K," 164 casks; "M," 32 casks; "L," 87 casks, part of the cargo of the schooner Mary Clinton, now proceeded against as prize by the United States of America on behalf of the captors and themselves, showeth:

That Thomas J. Ker, at all times hereinafter mentioned, a citizen of the United States of America residing at Charleston, South Carolina, on the tenth day of May last was indebted to the firm of Charles M. Fry & Co., of New York, in a large sum of money, exceeding the value of the said rice, and on the tenth day of May aforesaid shipped in the said vessel called the Mary Clinton the said rice to be carried in her to New Orleans if the said port was not blockaded, and there to be delivered to J. D. Denegre, there to be
27 sold and the proceeds accounted for and paid over to these claimants on account of their said debt; and in case tho said port of New Orleans should be blockaded, then to be carried to Havana and there delivered to J. C. Burnham & Co., of Havana, to be by them sold and the proceeds accounted for to these claimants and paid over on account of their said debt; and these claimants say that the said rice, if released, does and will belong to these claimants and to no other person, and that they are all citizens of the United States of America, conducting their business under their said firm at the city of New York, in the State of New York.

And these claimants say and insist that the said rice was not and is not subject to forfeiture, seizure, or detention by reason of any such matters as are set forth in the libel in this behalf.

And by way of exception to the said libel these claimants submit and insist—

First. That it does not appear that any war exists between the
28 United States of America and the States of South Carolina or Louisiana, whereby the said goods or any part thereof are subject or liable to seizure, detention, or condemnation as prize of war.

Second. That it does not appear that at the time of the said seizure in the libel set forth any blockade existed or was notified in due form of law, by reason whereof the said goods were liable to seizure, detention, or condemnation.

Wherefore they pray a restoration of the said merchandise, with their costs and the damages sustained by them by reason of the said seizure, capture, and detention.

C. M. FRY & CO.
D. D. LORD, *Proctor.*
D. LORD, *Advocate.*

SOUTHERN DISTRICT OF NEW YORK, ss:

Charles M. Fry, Overton M. Price, two of the claimants aforesaid, say that the statements in the preceding claim are true, according to the original letters and invoice of the said goods, and as they verily believe and as
29 to the other statements of the said claim, are true of their own knowledge; that Chapman J. Leigh, one of the claimants, is absent from this district, and hath been so ever since news of the capture of the said vessel and before.

CHAS. M. FRY.
OVERTON M. PRICE.

Sworn to this 5th day of July, A. D. 1861.
[SEAL.] EDWIN F. COREY, JR.,
Notary Public for the State of New York.

Filed July 6th, 1861.

30 In the district court of the United States of America for the southern district of New York.

The claim of George W. Williams, Edward C. Williams, William Birnie, jr., Edwin Platt, Henry P. Hollingsworth, all of Charleston, in South Carolina, and Daniel Hand, of the city of New York, to twenty-five tierces of rice marked "E R P," part of the cargo of the schooner Mary Clinton, proceeded against as prize by the United States of America on behalf of the captors and themselves, respectfully showeth:

That all the above-named claimants are citizens of the United States of America, residing at all the times in the libel and in this claim mentioned at the places above expressed, and were co-partners in a house in trade in Charleston aforesaid under the firm of George W. Williams & Co., until the first day of May last, when the said firm was dissolved.

31 That the said rice was shipped in the ordinary course of trade by the said claimants in their said firm, to be sold on their account, in the schooner Mary Clinton on or about the 10th day of May last, and that the said rice belonged at all the times aforesaid, and when released will belong, to the above-named claimants and to no other person.

That the claimants are ignorant as to the events of the voyage of the said schooner and of the time and place of her capture, but they admit that the said vessel und cargo were captured and sent into this port of New York.

These claimants deny that the said rice is forfeited or subject to any seizure, detention, or capture by reason of any pretended blockade or of any pretended enemy ownership or otherwise whatever.

And by way of exception to the said libel, these claimants submit and insist—

32 First. That it does not appear by the said libel and is not alleged that any war existed or exists between the United States of America and the people of the State of South Carolina.

Second. That it does not appear by the said libel, and is not alleged that any blockade at the time of the said capture existed in the port of Charleston, or of the port of New Orleans, or of the mouths of the river Mississippi, whereby in either case the said goods were liable to be seized, detained, or forfeited.

Wherefore they pray a restoration of the said merchandize by the decree of this court, with their costs and damages sustained by them by reason of the said seizure, capture, and detention.

D. D. LORD, *Proctor.*
D. LORD, *Advocate.*

SOUTHERN DISTRICT OF NEW YORK:

Daniel Hand, above named, being sworn, saith that the statements in the preceding claim are true of his own knowledge, and that the other
33 claimants reside out of this district, at Charleston, in South Carolina, and have not been in this district since the said capture.

DANIEL HAND.

Sworn this 9th day of July, A. D. 1861.

A. C. WILLMARTH, *Notary Public.*

Filed July 9th, 1861.

34 In the district court of the United States of America for the southern district of New York.

The claim of Robert B. Minturn, Robert B. Minturn, jr., Irving Grinnell, Elias Wade, jr., John N. Alaman, and John W. Minturn to two hundred and thirty-five tierces rice and three half tierces rice, part of the cargo of the vessel Mary Clinton, now proceeded against as prize by the United States of America on behalf of the captors and themselves, sheweth:

That the said 235 tierces and three half tierces rice (of which 52 tierces and one half tierce are marked "T. G. P.," numbered 1 to 53, 30 tierces and two half tierces marked "W. A. A." are numbered 1 to 32, and 153 tierces marked Combahee, numbered from 1 to 153) were shipped in the said vessel the Mary Clinton, at Charleston, South Carolina, on or about the tenth day of May last by Henry Cobia & Co., of Charleston, consigned to S. L. & E. L. Levy, of New Orleans, for which port the said vessel was bound, which rice, at the time of shipment and of capture belonged to the said shippers.

That on the twentieth day of June the said Henry Cobia & Co.
35 transferred to Street & West, of Charleston, the said rice, and on the twenty-first day of June aforesaid, of the present year, the said Street & West transferred to these claimaints the said rice to be received to be by them sold on account of the said Street & West, and the proceeds applied to the payment of the amount owing by them to these claimants, and to hold the surplus to their account, which indebtedness of Street & West to these claimants was and continues to be four thousand two hundred dollars and upwards.

And these claimants say that at all the times in the libel and in this claim mentioned, the said Henry Cobia & Co. were a commercial firm doing business at Charleston, in South Carolina; the said Street & West were a commercial firm doing business at Charleston aforesaid.

And these claimants are citizens of the United States of America doing business at the city of New York under the commercial firm of Grinnell, Minturn & Co., and that they, these claimants, are entitled to the possession of the said property, and that the same, if restored, will belong to these claimants, subject to account for the surplus of the proceeds of the sale to the said Steel & West.

Wherefore these claimants pray that the said rice may be delivered
36 up to them with their costs and damages by reason of the seizure, detention, and capture.

R. B. MINTURN.
J. N. ALIMAN.
ELIAS WADE, JR.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Robert B. Minturn, being duly affirmed, and John N. Aliman and Elias

Wade, jr., three of the claimants, being sworn, saith that the statement of the above claim of the debt to this deponent, said firm, is true of his own knowledge, that the other statements are made from the original transfers and the correspondence of Steel & West, therein named, which the claimant believes to be true.

R. B. MINTURN.
J. N. ALIMAN.
ELIAS WADE, JR.

Affirmed and sworn to before me this 10th day of July, 1861.
[L. S.] EDWIN F. COREY, JUN'R,
Notary Public for the State of New York.

37 Filed July 10, 1861.

38 THE UNITED STATES OF AMERICA:

In the district court of the United States of America for the southern district of New York.

The claim and answer of George A. Trenholm, Theodore D. Wagner, Edward L. Trenholm, William L. Trenholm, James T. Welsman, and Charles K. Priolean, composing the firm of Trenholm, Brothers & Co., of the city of New York, whereof James T. Welsman resides in the city of New York, Charles K. Priolean, in the city of Liverpool, England, and all the rest of the said parties in the city of Charleston, in the State of South Carolina, as agents of and intervening for John R. Armstrong, of Liverpool, England, for one hundred and two tierces of rice, marked A, 1 to 102, part of the cargo of the sch'r Mary Clinton, proceeded against as prize by the United States of America on behalf of the captors and themselves, respectfully showeth:

First. That all and every the said one hundred and two tierces of rice were at the time of its shipment, and at the time of its capture the property of and did belong solely and exclusively to the said John R. Arm-
39 stong, and will, if restored, belong exclusively to the said John R. Armstrong, a subject of the kingdom of Great Britain, and with which kingdom and the United States of America there were before and at the time of the capture of the said vessel, and are now, subsisting treaties of amity, commerce, and navigation.

Second. That these claimants admit that the said schooner Mary Clinton, wherein the said rice was shipped, was captured by the United States vessel of war, Powhattan, David Porter commanding, and brought into the port of New York, as is stated in the said libel, but of the facts and circumstances attending the voyage in which the said capture was made or the capture itself these claimants are entirely ignorant. These claimants, however, deny that the said vessel was rightfully captured by the said ship of-war as a lawful prize, or that she did in any manner incur or has incurred any liability to seizure or condemnation by reason of any breach of the laws of the United States, or by the laws of nations, or by any other reason whatsoever, whereby the said vessel or that portion of the cargo repre-
40 sented by these claimants could lawfully become a prize of war.

Third. These claimants except that the libel of the said captors herein filed does not charge against the said vessel or the cargo thereof any act committed in violation of law or of the provisions of any particular statute of the United States, rendering the said property liable to condemnation, nor does the said libel on its face show any cause whatsoever for the forfeiture or detention of the said vessel, or of the cargo or any portion thereof.

Fourth. These claimants except further that the said libel does not charge

nor set forth the existence of any war between the United States and the State of South Carolina, and the State of Louisiana, nor between the said States themselves, nor the existence of any blockade or the legal notification thereof, whereby the said vessel or cargo, or the portion thereof represented by these claimants were liable to seizure or condemnation and detention as prize of war.

Wherefore, these claimants pray a restitution of the said one hundred and two tierces of rice hereinbefore described, together with their costs and the damages sustained by them by reason of the said capture, seizure
41 and detention.

TRENHOLM, BROS. & CO.,
Pr. E. D. WHITE,
H. M. LeCOUNT, *Attorneys.*

JOSEPH H. DUKES, *Proctor.*

UNITED STATES OF AMERICA,
Southern district of New York, ss:

Henry M. Le Count and Edwin D. White, being duly sworn, say that they are in the employ of the above-named firm of Trenholm, Bros. & Co., in the city of New York, and are at present the agent and attorney in fact of the said firm. That James T. Welsman, the only partner of the said firm resident in New York, is now absent from and without the State of New York, and has been previous to the bringing of the said Mary Clinton into this port as a prize of war, and therefore they make this affidavit, that the statements as to the ownership of the rice in the foregoing claim are true, and so as to all the facts concerning the same, so far as they are within their knowledge, they declare them to be true, and so far as they depend upon the knowledge of others they believe them to be true; that the
42 said John R. Armstrong is, as is stated in the said claim, a subject of the kingdom of Great Britain, residing therein, and that he was previous to and at the time of the capture of the said Mary Clinton, is now, and has been since the capture of the same, residing in the said kingdom of Great Britain, and without the limits of the United States of America; that the said John R. Armstrong is a regluar correspondent of the house of John Fraser & Co., of Charleston, S. C., of which the house of Trenholm, Bros. & Co., in New York, is a branch, and that their knowledge of the said claim is derived both from the letters of John R. Armstrong himself to the house of Trenholm, Brothers & Co., of New York, and from the annexed affidavit of Theodore D. Wagner, esq., one of the partners of the said firm of John Fraser & Co., and of Trenholm, Brothers & Co., which said affidavit has been forwarded to them by the house in Charleston, S. C.

EDWIN D. WHITE.
HENRY M. LeCOUNT.

Sworn to before me this 13th day of July, 1861.
A. C. WILLMARTH, *Notary Public.*

43 Copy.

Shipped in good order and well conditioned, by Holmes & Stoney, on board the good schooner called the Mary Clinton, whereof Ryan is master for the present voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say one hundred and two tierces of rice, property of John R. Armstrong, British subject, being marked and numbered as in the margin, and are to be delivered in the like good order and well conditioned at the aforesaid port of New Orleans, (the danger of

[A] No. 1 a 102.

the seas only excepted,) unto order or to their assigns, he or they paying freight for the said rice, three dollars ($3 00) per tierce, with 5 per cent. primage and average accustomed.

In witness whereof the master or agent of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at Charleston, S. C., the 10th day of May, 1861.

Weight unknown.

(Signed) P. W. RYAN.

Examined with original by me, 7 June, 1861.

H. P. WALKER, *B. V. C.*

44 CHARLESTON, S. C.

Theodore D. Wagner, of Charleston, in the State of South Carolina, maketh oath and saith that he is a member of the concern of John Fraser & Co., who carry on the usual business of merchants at Charleston aforesaid, that they are the commercial agents at Charleston aforesaid of John R. Armstrong of Liverpool, in England, that as such agents in his name and on his account, at Charleston aforesaid, on the day of May last, they purchased (102) one hundred and two tierces of rice, and on the tenth day of the same month caused the same to be shipped as the property of the said John R. Armstrong, in the schooner Mary Clinton, then up at Charleston aforesaid, for the port of New Orleans, as more fully appears by a copy of the bill of lading of the same hereto attached, and that the said schooner having the said shipment of rice laden on board as aforesaid, and being duly registered of the port of New Orleans, sailed from Charleston aforesaid for her destination on the twelfth day of May last.

And this deponent further saith that the said John R. Armstrong is personally well known to him, that he is a natural born British subject,
45 owing allegiance to her majesty, and resides at Liverpool aforesaid.

THEODORE D. WAGNER.

Sworn to before me at Charleston aforesaid, this 7th day of June, 1861.

[SEAL.] H. PINCKNEY WALKER,
British Vice-Consul.

46 Filed July 13th, 1861.

47 In the district court of the United States for the southern district of New York.

The claim of Patrick Ryan to twenty tierces of rice, marked P. H. R., part of the cargo of schooner Mary Clinton, now in the custody of this court, and proceeded against on behalf of the United States of America as prize, respectfully showeth that the said twenty tierces of rice at the time of the sailing of the said schooner Mary Clinton from Charleston, in May last, belonged wholly to the said Patrick Ryan, and ever since hath continued to be his property, and if restored will belong to him and to no other person. And he claims that the same was not and is not subject to seizure, capture, detention, or forfeiture as prize of war for any cause whatever, and that he, the said Patrick Ryan, is a citizen of the United States of Amer-
48 ica, and was such at the time of the shipment, and hath ever since been such.

Wherefore, he prays that the said merchandize may be discharged and restored to him with costs, and delivered to his agents in this behalf, Converse, Tyler & Co., of New York.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Edward W. Converse, of the city of New York, merchant, being sworn, saith that his firm of Converse, Tyler & Co. are authorized by Patrick Ryan, within named, to take charge of his interests in the said rice; that his statement as to the citizenship of the said Ryan is made from his acquaintance with him, and as to the ownership of the merchandize they are so informed and believe, and that the same will appear in the bills of lading.

EDWARD W. CONVERSE.

Sworn the 23rd day of July, A. D. 1861.

JOHN A. OSBORN, *U. S. Com'r.*

49 Filed July 23d, 1861.

50 In the district court of the United States of America for the southern district of New York.

The claim of Patrick Henry Ryan to the schooner Mary Clinton, her tackle, apparel, and furniture now in the custody of the marshal, proceeded against by the United States of America as prize, respectfully showeth that he is the true, lawful, and sole owner of the said schooner, and has been such from the time of sailing in May last, continually up to this time, and that the said vessel, if restored, will belong to him and to no other person. And that he, during all the time aforesaid, has been and is a citizen of the United States of America, and if the said vessel shall be restored
51 that she will belong to him and to no other person. Wherefore he prays that the said vessel, her tackle, apparel, and furniture should be restored to him with costs and damages.

P. H. RYAN.

Sworn to this 23rd day of July, A. D. 1861, before—

JOHN A. OSBORN, *U. S. Com'r.*

Filed July 23d, 1861.

52 SOUTHERN DISTRICT OF NEW YORK, *ss:*

The President of the United States of America to the marshal of the southern district of New York, greeting:

Whereas a libel hath been filed in the district court of the United States for the southern district of New York, on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, esquire, U. S. district attorney, on behalf of the United States of America, against the schooner Mary Clinton, her tackle, &c., and cargo and property of every description on board, for the reasons and causes in the said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in the said schooner, her tackle, &c., and cargo, and every description of property on board may be cited in general and special, to answer the premises, and all proceedings being had that the said schooner, her tackle, &c., and cargo and property of every description on board may, for the causes in the said libel mentioned, be condemned as lawful prize, and that a decree of sale of the said property and distribution of the proceeds thereof may be had herein: You are therefore hereby commanded to attach the said schooner, her tackle, &c., and cargo and property of every description on board, and to detain the same in your custody until the further order of the court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant

to the prayer of the said libel, that they be and appear before the said court, to be held in and for the southern district of New York, on the twenty-third day of July next, at eleven o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegations in that behalf. And what you shall have done in the premises do you then and there make return thereof, together with this writ.

Witness the Honorable Samuel R. Betts, judge of the said court at the city of New York, in the southern district of New York, this third day of July, in the year of our Lord one thousand eight hundred and sixty-one, and of our independence the eighty-fifth.

GEO. F. BETTS, *Clerk.*
E. DELAFIELD SMITH,
U. S. District Attorney.

53 In obedience to the within monition, I attached the schooner Mary Clinton, her tackle and lading therein described, on the 3rd day of July, 1861, and have given due notice to all persons claiming the same, that this court will on the 23d day of July, 1861, inst., (if that day should be a day of jurisdiction, if not, on the next day of jurisdiction thereafter,) proceed to the trial and condemnation thereof, should no claim be interposed for the same.

ROB'T MURRAY, *U. S. Marshal.*

Dated 23 July, 1861.
Filed the 23d day of July, 1861.

I hereby depute Luther Horton to execute the within process.
Dated 3rd July, 1861.

ROB'T MURRAY, *U. S. Marshal.*

54 U. S. district court.

THE UNITED STATES OF AMERICA ON BEHALF, &c., *agt.* THE MARY CLINTON AND CARGO, 285 TIERCES rice, part of the cargo, K, 1 to 164; L, 87 to 1; M, 1 to 32 casks, numbered, &c.

It is ordered on motion of Mr. D. D. Lord, proctor of the claimants, (the United States attorney for this district assenting thereto, that the rice marked and numbered as above be discharged from the vessel, and that its value be appraised by G. Joseph Ruch, appraiser, nominated on behalf of the United States of America, and that on the claimants filing a sufficient bond or stipulation for the value of the said rice, that the same be delivered to the claimants.

July 6, 1861.

D. D. LORD, *Proctor of Claimants.*

I consent to entry of above order.

E. DELAFIELD SMITH, *U. S. Dist. Att'y,*
By S. S. W., *Ass't.*

Endorsed: 16 354. U. S. district court. The United States of America for the captors, &c., *agt.* the Mary Clinton and cargo, 283 casks rice, marked K, 164 casks; M, 32 casks; L, 87 casks. Order to deliver property to clm'ts on filing stip'n for value as appraised.

Filed 6th July, 1861.

55 U. S. district court, southern dist. of N. Y.

THE UNITED STATES OF AMERICA
vs.
THE SCHOONER MARY CLINTON, &c., &c.

We hereby consent to the entry of an order appointing Mr. Moses Webb sole appraiser to appraise the rice laden on board the prize schooner Mary Clinton, which is claimed by Charles M. Fry & Co., Sturges, Bennet & Co., and Grinnell, Minturn & Co., through D. D. Lord, esq., proctor for claimants.

New York, July 13, 1861.

E. DELAFIELD SMITH, *U. S. Dist Att'y.*
D. D. LORD, *Proctor of Claimants.*

Endorsed: 16 354. U. S. district court, in prize. The U. S. of Am'a *vs.* the schooner Mary Clinton, &c., &c. Consent to appointment of Moses Webb as appraiser. Filed 13th July, 1861.

56 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 6th day of July, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. district attorney on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said schooner, her tackle, &c., and cargo, may be condemned as lawful prize and sold, and the proceeds distributed according to law, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their sureties execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands. And whereas, also, a claim has been filed in said cause by Charles M. Fry & Co., to 283 casks of rice, part of the cargo of said schooner: Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or upon an appeal by the appellate court.

OVERTON M. PRICE.
THOMAS A. PATTERSON.

Taken and acknowledged this 6th day of July, 1861, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Thomas A. Patterson, party to the above stipulation, being duly sworn, doth depose and say that he resides in the city of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

THOMAS A. PATTERSON.

Sworn to this 6th day of July, 1861, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

Recorded the 6th day of July, 1861.

——— ———, *Clerk.*

57 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 9th day of July, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, esq., U. S. district attorney, on behalf of the United States against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said schooner, her tackle, &c., and cargo, may be condemned as lawful prize and sold, and the proceeds distributed according to law, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their sureties execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands. And whereas, also, a claim has been filed in said cause by George W. Williams and others to 25 tierces of rice, marked E. R. P., part of the cargo of said schooner:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or upon an appeal by the appellate court.

DAN'L HAND.
JOHN H. OCKERSHAUSEN.

Taken and acknowledged this 9th day of July, 1861, before me.
A. C. WILLMARTH, *Notary Public.*
G. W. M, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John N. Ockershausen, party to the above stipulation, being duly sworn, doth depose and say that he resides in the city of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

JOHN N. OCKERSHAUSEN.

Sworn to this 9th day of July, 1861, before me.
A. C. WILLMARTH, *Notary Public.*
G. W. M, *U. S. Commissioner.*

Recorded the 9th day of July, 1861.

——— ———, *Clerk.*

58 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed 10th day of July, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, esq., U. S. district attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said schooner, her tackle, &c., and cargo, may be condemned and forfeited as lawful prize, and the proceeds distributed according to law, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their surety execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands;

And whereas, also, a claim has been filed in said cause by Sturges, Bennet & Co., to 75 tierces of rice, marked [B] 1 to 75, part of the cargo of said schooner:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

STURGES, BENNET & CO.,
By BENJAMIN G. ARNOLD.
BENJAMIN G. ARNOLD.

Taken and acknowledged this 10th day of July, 1861, before me.

GEO. W. MORTON,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Benjamin G. Arnold, party to the above stipulation, being duly sworn, doth depose and say that he resides in the city of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

BENJAMIN G. ARNOLD.

Sworn to this 10th day of July, 1861, before me.

GEO. W. MORTON,
U. S. Commissioner.

Recorded the 10th day of July, 1861.

G. F. B., *Clerk.*

59 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 10th day of July, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, esq., U. S. district attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said schooner, her tackle, &c., and cargo, may be condemned and forfeited as lawful prize, and the proceeds distributed according to law, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their surety execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands; and whereas, also, a claim has been filed in said cause by Sturges, Bennet & Co., to 100 tierces rice, Jeff 1 to 100, part of the cargo of said schooner:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

STURGES, BENNET & CO.,
By BENJAMIN G. ARNOLD.
BENJAMIN G. ARNOLD.

Taken and acknowledged this 10th day of July, 1861, before me.

GEO. W. MORTON,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Benjamin G. Arnold, party to the above stipulation, being duly sworn, doth depose and say that he resides in the city of New York; that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

BENJAMIN G. ARNOLD.

Sworn to this 10th day of July, 1861, before me.

GEO. W. MORTON,
U. S. Commissioner.

Recorded the 10th day of July, 1861.

G. F. BETTS, *Clerk.*

60 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 10th day of July, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, esq., U. S. district attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said schooner, her tackle, &c., and cargo, may be condemned and forfeited as lawful prize, and the proceeds distributed according to law, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their surety execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands; and whereas, also, a claim has been filed in said cause by Grinnell, Minturn & Co., to a quantity of rice, part of the cargo of said schooner:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

GRINNELL, MINTURN & CO.
ELIAS WADE, JR.

Taken and acknowledged this 10th day of July, 1861, before me.

GEO. W. MORTON,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Elias Wade, jr., party to the above stipulation, being duly sworn, doth depose and say that he resides in the city of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

ELIAS WADE, JR.

Sworn to this 10th day of July, 1861, before me.

GEO. W. MORTON,
U. S. Commissioner.

Recorded the 10th day of July, 1861.

G. F. BETTS, *Clerk.*

61 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 13th day of July, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said schooner, her tackle, &c., and cargo, may be condemned and forfeited as lawful prize, and the proceeds distributed according to law, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their surety execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands; and whereas, also, a claim has been filed in said cause by George A. Trenholm, and others, to 102 tierces of rice, marked [A], 1 to 102, part of the cargo of said schooner:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

TRENHOLM BROS. & CO.,
By E. D. WHITE, *Att'y.*
E. D. WHITE.
H. M. LE COUNT.

Taken and acknowledged this 13th day of July, 1861, before me.
JOHN A. OSBORN,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Henry M. Le Count and Edwin D. White, parties to the above stipulation, being duly sworn, doth depose and say each that he resides in the southern district of New York; that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

EDWIN D. WHITE.
H. M. LE COUNT.

Sworn to this 13th day of July, 1861, before me.
JOHN A. OSBORN,
U. S. Commissioner.

Recorded the 13th day of July, 1861.
——— ———, *Clerk.*

62 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 23d day of July, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield

Smith, U. S. dist. att'y, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said vessel and cargo may be condemned and forfeited as lawful prize, &c., and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their sureties, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands.

And whereas, also, 2 claims have been filed in said cause by Patrick Henry Ryan, (one for vessel and one for part of cargo:)

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

P. H. RYAN.
ROCKHILL ROBESON.

Taken and acknowledged this 23d day of July, 1861, before me.
GEO. W. MORTON,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Rockhill Robeson, party to the above stipulation, being duly sworn, doth depose and say that he resides in the city of Brooklyn, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

ROCKHILL ROBESON.

Sworn to this 23d day of July, 1861, before me.
GEO. W. MORTON,
U. S. Commissioner.

Recorded the twenty-third day of July, 1861.
G. F. B., *Clerk.*

63 District court of the United States for the southern district of New York.

Stipulation entered into pursuant to the rules and practice of this court, filed the 15th day of August, 1861.

Whereas a libel was filed in this court on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and 51 tierces of rice, marked [D], part of cargo of said vessel, for the reasons and causes in the said libel mentioned, and praying that said vessel and cargo may be condemned and forfeited to the use of the United States as lawful prize, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their sureties execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, and lands; and whereas, also, a claim has been filed in said cause by E. David:

Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be

awarded against them by the final decree of this court, or upon an appeal, by the appellate court.

E. DAVID,
Per W. R. BEEBE, *Agt.*
W. R. BEEBE.
L. HORTON.

Taken and acknowledged this 15th day of August, 1861, before me.
GEO. F. BETTS,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Luther Horton and Welcome R. Beebe, parties to the above stipulation, being duly sworn, each doth depose and say that he resides in the southern district of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

W. R. BEEBE.
L. HORTON.

Sworn to this 15th day of August, 1861, before me.
GEO. F. BETTS,
U. S. Commissioner.

Recorded the fifteenth day of August, 1861.
GEO. F. BETTS, *Clerk.*

64 District court of the United States for the southern district of New York, in admiralty.

Stipulation entered into pursuant to the rules and practice of this court, filed the 25th day of July, 1861.

Whereas a libel was filed on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned; and whereas the said schooner, her tackle, &c., and cargo, are in the custody of the marshal, under the process issued in pursuance of the prayer of said libel; and whereas 20 tierces of rice, marked P. H. R., part of the cargo of the said schooner, have been appraised at the sum of four hundred and twenty dollars, as appears from said appraisement now on file in in said court, and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the claimant of said cargo or their sureties execution for the above amount may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such that if the stipulator undersigned shall at any time, upon the interlocutory or final order or decree of the said district court, or of any appellate court to which the above-named suit may proceed, and upon notice of such order or decree to D. D. Lord, esquire, proctor for the claimant of said 20 tierces of rice, abide by and pay the money awarded by the final decree rendered by the court, or the appellate court if any appeal intervene, then this stipulation to be void; otherwise, to remain in full force and virtue.

EDWARD W. CONVERSE.
ROCKHILL ROBESON.
W. P. CONVERSE.

Taken and acknowledged this 25th day of July, 1861, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Rockhill Robeson and Wm. P. Converse, parties to the above stipulation, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of nine hundred dollars over and above all his just debts and liabilities.

ROCKHILL ROBESON.
W. P. CONVERSE, ZELED & CO.,
By EDWARD W. CONVERSE.
W. P. CONVERSE.

Sworn to this 26th day of July, 1861, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

JULY 27, 1861.

Wm. P. Converse, one of the stipulators, swore to the above justification before me.

SAM'L R. BETTS.

65 District court of the United States for the southern district of New York, in admiralty.

Stipulation entered into pursuant to the rules and practice of this court, filed the 25 day of July, 1861.

Whereas a libel was filed on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned; and whereas the said schooner, her tackle, &c., and cargo, are in the custody of the marshal, under the process issued in pursuance of the prayer of said libel; and whereas 52 tierces and 1 half tierce, marked T. G. P., No. 1 to 53, 30 tierces and two half tierces, marked W. A. A., No. 1 to 32, and 153 tierces, marked Combahee, No. 1 to 153, containing rice, part of the cargo of said schooner, have been appraised at the sum of five thousand six hundred and seventy-two dollars, as appears from said appraisement now on file in said court, and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the claimants of said cargo or their sureties execution for the above amount may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such that if the stipulator undersigned shall at any time, upon the interlocutory or final order or decree of the said district court, or of any appellate court to which the above-named suit may proceed, and upon notice of such order or decree to D. D. Lord, esquire, proctor for the claimant of said part of said cargo, abide by and pay the money awarded by the final decree rendered by the court, or the appellate court if any appeal intervene, then this stipulation to be void; otherwise, to remain in full force and virtue.

GRINNELL, MINTURN & CO.,
By ELIAS WADE, JR.
ELIAS WADE, JR.
HENRY J. SEWELL.

Taken and acknowledged this 25th day of July, 1861, before me.
GEO. W. MORTON, *U. S. Commissioner.*

Approved.

E. DELAFIELD SMITH, *U. S. Dis't Att'y.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Elias Wade, jr., and Henry J. Sewell, parties to the above stipulation, being duly sworn, depose and say, and each for himself saith, that he resides in the city of New York, that he is worth the sum of twelve thousand dollars over and above all his just debts and liabilities.

ELIAS WADE, JR.
HENRY J. SEWELL.

Sworn to this 25th day of July, 1861, before me.
GEORGE W. MORTON, *U. S. Commissioner.*

Recorded the 25th day of July, 1861.

G. F. B., *Clerk.*

66 District court of the United States for the southern district of New York, in admiralty.

Stipulation entered into pursuant to the rules and practice of this court, filed the 26th day of July, 1861.

Whereas a libel was filed on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. district attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned; and whereas the said schooner, her tackle, &c., and cargo, are in the custody of the marshal under the process issued in pursuance of the prayer of said libel; and whereas 100 tierces of rice, marked Jeff., No. 1 to 100, have been appraised at two thousand three hundred and forty dollars, and 75 tierces, marked [B,] No. 1 to 75, have been appraised at nineteen hundred and fifty dollars, the same being part of the cargo of the said schooner claimed by Sturges, Bennett & Co., as appears from said appraisements now on file in said court, and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the claimants aforesaid or their sureties execution for the above amount may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such that if the stipulator undersigned shall at any time upon the interlocutory or final order or decree of the said district court, or of any appellate court to which the above-named suit may proceed, and upon notice of such order or decree to D. D. Lord, esquire, proctor for the claimants of said part of said cargo, abide by and pay the money awarded by the final decree rendered by the court or the appellate court if any appeal intervene, then this stipulation to be void; otherwise, to remain in full force and virtue.

STURGES, BENNET & CO.,
Per BENJ. G. ARNOLD.
FRED. K. STURGES.
G. M. CLEARMAN.

Taken and acknowledged this 26th day of July, 1861, before me.
JOHN A. OSBORN, *U. S. Commissioner.*

Approved.

E. DELAFIELD SMITH, *U. S. Dis't Att'y.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Frederick Sturges and George M. Clearman, parties to the above stipulation, being duly sworn, depose and say, and each for himself saith, that he

resides in the city of New York, and that he is worth the sum of nine thousand dollars over and above all his just debts and liabilities.

FRED'K STURGES.
G. M. CLEARMAN.

Sworn to this 26th day of July, 1861, before me,
JOHN A. OSBORN, *U. S. Commissioner.*

Recorded the 36th day of July, 1861.

G. F. B., *Clerk.*

67 District court of the United States for the southern district of New York, in admiralty.

Stipulation entered into pursuant to the rules and practice of this court, filed the 30th day of July, 1861.

Whereas a libel was filed on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. dis't att'y, on behalf of the United States, against the schooner Mary Clinton, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned; and whereas the said schooner, her tackle, &c., and cargo are in the custody of the marshal, under the process issued in pursuance of the prayer of said libel; and whereas 25 tierces of rice, marked S. F., part of the cargo of said schooner, have been appraised at the value of six hundred and twenty-five dollars, as appears from said appraisement now on file in said court, and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the claimants or their sureties execution for the above amount may issue against their goods, chattels and lands:

Now, therefore, the condition of this stipulation is such that if the stipulators undersigned shall at any time, upon the interlocutory or final order or decree of the said district court, or of any appellate court to which the above-named suit may proceed, and upon notice of such order or decree to D. D. Lord, esquire, proctor for the claimants of said part of cargo, abide by and pay the money awarded by the final decree, rendered by the court or the appellate court if any appeal intervene, then this stipulation to be void; otherwise, to remain in full force and virtue.

GEO. W. WILLIAMS & CO.
DANIEL HAND.
GEORGE W. WYLIE.

Taken and acknowledged this 30th day of July, 1861, before me.
GEO. W. MORTON, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

George W. Wylie and Daniel Hand, parties to the above stipulation' being duly sworn, depose and say, and each for himself doth say, that he resides in the city of Brooklyn, and that he is worth the sum of twelve hundred and fifty dollars over and above all his just debts and liabilities.

DAN'L HAND.
GEORGE W. WYLIE.

Sworn to this 30th day of July, 1861, before me.
GEO. W. MORTON, *U. S. Commissioner.*

Recorded this 30th day of July, 1861.

G. F. BETTS, *Clk.*

68 District court of the United States for the southern district of New York, in admiralty.

Stipulation entered into pursuant to the rules and practice of this court, filed the 31st day of July, 1861.

Whereas a libel was filed on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. dis't attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle and cargo, for the reasons and causes in the said libel mentioned; and whereas the said schooner, her tackle, &c., and cargo are in the custody of the marshal, under the process issued in pursuance of the prayer of said libel; and whereas 164 casks [K,] 32 casks [M,] 87 casks [L,] cont'g rice, being part of the cargo of said schooner, have been appraised at seven thousand and sixty-seven dollars, as appears from said appraisement now on file in said court, and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the claimants or their sureties execution for the above amount may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such that if the stipulators undersigned shall at any time, upon the interlocutory or final order or decree of the said district court, or of any appellate court to which the above-named suit may proceed, and upon notice of such order or decree to D. D. Lord, esquire, proctor for the claimants of said part of cargo, abide by and pay the money awarded by the final decree rendered by the court, or the appellate court if any appeal intervene, then this stipulation to be void; otherwise, to remain in full force and virtue.

C. M. FRY & CO.,
By C. M. FRY.
CHARLES M. FRY.
RICHARD IRVIN.

Taken and acknowledged this 31st day of July, 1861, before me.
GEO. W. MORTON, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Charles M. Fry and Richard Irvin, parties to the above stipulation, being duly sworn, depose and say, and each for himself doth say, that he resides in the city of New York, and that he is worth the sum of fifteen thousand dollars over and above all his just debts and liabilities.

CHARLES M. FRY.
RICH'D IRVIN.

Sworn to this 31st day of July, 1861, before me.
GEO. W. MORTON, *U. S. Commissioner.*

68½ District court of the United States for the southern district of New York, in admiralty.

Stipulation entered into pursuant to the rules and practice of this court, filed the 7th day of August, 1861.

Whereas a libel was filed on the third day of July, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. dis't attorney, on behalf of the United States, against the schooner Mary Clinton, her tackle, apparel, and cargo, for the reasons and causes in the said libel mentioned; and whereas the said schooner, her tackle and cargo, are

in the custody of the marshal, under the process issued in pursuance of the prayer of said libel; and whereas 102 tierces, marked [A,] being part of the cargo of said schooner, have been appraised at the sum of two thousand five hundred and fifty dollars, as appears from said appraisement now on file in said court, and the parties hereto hereby consenting and agreeing that in case of default or contumacy on the part of the claimants or their sureties execution for the above amount may issue against their goods, chattels, and lands:

Now, therefore, the condition of this stipulation is such that if the stipulator undersigned shall at any time, upon the interlocutory or final order or decree of the said district court, or of any appellate court to which the above-named suit may proceed, and upon notice of such order or decree to Joseph H. Dukes, esquire, proctor for the claimant of said part of cargo, abide by and pay the money awarded by the final decree rendered by the court, or the appellate court if any appeal intervene, then this stipulation to be void; otherwise, to remain in full force and virtue.

J. T. WILSMAN,
Of Trenholm, Bros. & Co.
GEORGE W. BEE.
EMERSON COLEMAN.

Taken and acknowledged this seventh day of August, 1861, before me.
GEO. W. MORTON, *U. S. Commissioner.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

George W. Bee and Emerson Coleman, parties to the above stipulation, being duly sworn, depose and say, and each for himself doth say, that he resides in the southern district of New York and that he is worth the sum of fifty-one hundred dollars over and above all his just debts and liabilities.

GEORGE W. BEE.
EMERSON COLEMAN.

Sworn to this seventh day of August, 1861, before me.
GEO. W. MORTON, *U. S. Commissioner.*

Recorded the seventh day of August, 1861.

G. F. BETTS, *Clk.*

69 District court.

THE UNITED STATES OF AMERICA
ag'st
THE VESSEL THE MARY CLINTON, AND HER CARGO, 100 tierces rice, Jeff. 1 to 100, Sturges, Bennett & Co., clam'ts; 75 tierces rice, B 1 to 75, Sturges, Bennett & Co., clam'ts; 25 tierces rice, E. R. P., George W. Williams & Co., clam'ts; 52 tierces, T. G. P., 1 to 53, 1 half tierce do.; 30 tierces, 2 half tierces W. A. A. 1 to 32, 153 tierces "Combahie" 1 to 153, Grinnell, Minturn & Co., clm'ts; 164 casks K., 32 casks N. 1, 87 casks L. rice, Charles M. Fry & Co., claimants.

The parcels of rice above enumerated being likely to take damage and perishable at this season, it is ordered, on motion of Mr. Lord, proctor of the claimants respectively, U. S. dist. att'y assenting thereto, that the same

be unladen from the vessel and appraised separately by Moses Webb, nominated by the attorney of the United States, and that the same be delivered to the said claimants, respectively, on their giving bonds satisfactorily to the U. S. attorney (who shall justify) for the value of the property according to the course of this court.

D. D. LORD, *Proctor for Claimants,*
By D. D. LORD.

70 Endorsed : 16, 354. The United States of America on behalf, &c., *vs.* the schooner Mary Clinton, &c. Consent for unlading, appraisal, and bonding. D. D. Lord, proctor of claimants.
Filed July 16, 1861.

71 District court.

THE UNITED STATES OF AMERICA
ag'st
THE SCH'R MARY CLINTON AND HER CARGO, C. M. Fry & Co. and others, claimants.

Overton M. Price, one of the claimants of the rice, part of the cargo of the above-named vessel, saith that the rice composing the said cargo is perishable, and at the present season is perishing by undergoing damage by being kept aboard the vessel through heat, moisture, and want of ventilation, and that it is essential to its preservation that it should be landed and taken care of on shore without delay ; that the vessel apparently is deepening her draft of water by reason, as he supposes and verily believes, from leaking or wet of some kind getting into the cargo.

OVERTON M. PRICE.

Sworn to before me this 11th day of July, 1861.
JOHN A. OSBORN, *U. S. Com'r.*

Endorsed : 16, 354. U. S. district court. The United States of America *vs.* the schooner Mary Clinton and cargo. Affid'v't of O. M. Price. D. D. Lord, pr. claimants.
Filed 16th July, 1861.

72 U. S. district court.

THE UNITED STATES OF AMERICA
vs.
THE VESSEL MARY CLINTON AND HER CARGO, 100 tierces rice, Jeff. 1 to 100, and 75 tierces rice, B. 1 to 75, Sturges, Bennett & Co., claimants.

Benjamin G. Arnold, one of the claimants of the rice, part of the cargo of the above-named vessel, saith that the rice composing the said cargo is perishable, and at the present season is perishing by undergoing damage by being kept on board the vessel through heat, moisture, and want of ventilation, and that it is essential to its preservation that it should be landed and taken care of on shore without delay; that the vessel apparently is deepening her draft of water by reason, as he supposes and verily believes, from leaking or wet of some kind getting into the cargo.

BENJAMIN G. ARNOLD.

Sworn to before me this 15th day of July, 1861.
[SEAL.] EDWIN F. COREY, JUN'R,
Notary Public for the State of New York.

Endorsed : 16, 354. U. S. district court. The United States of America *vs.* the Mary Clinton. Affidavit of Sturges & Co. D. D. Lord, proctor.
Filed 16 July, 1861.

73 U. S. district court.

THE UNITED STATES OF AMERICA
ag'st
THE VESSEL MARY CLINTON AND HER CARGO, 52 TIERCES and 1 half tierce are marked T. C. P.; 30 tierces 2 half tierces W. A. A., 1 to 32; 153 tierces Combahee, 1 to 153, Grinnell. Minturn & Co., claimants.

Elias Wade, jr., one of the claimants of the rice, part of the cargo of the above-named vessel, saith that the rice composing the said cargo is perishable, and at the present season is perishing by undergoing the damage by being kept on board the vessel through heat, moisture, and want of ventilation, and that it is essential to its preservation that it should be landed and taken care of on shore without delay; that the vessel apparently is deepening her draft of water by reason, as he supposes and verily believes, from leaking or wet of some kind getting into the cargo.

ELIAS WADE, JR.

Sworn to before this 15th day of July, 1861.
[SEAL.] EDWIN F. COREY, JR.,
Notary Public for the State of New York.

Endorsed: 16, 354. U. S. district court.. The United States of America *vs.* the Mary Clinton. Affidavit of Grinnell, Minturn & Co. D. D. Lord, proctor.
Filed July 16, 1861.

74 The United States district court.

THE UNITED STATES OF AMERICA, ON BEHALF OF THE captors, &c.,
against
THE MARY CLINTON AND HER CARGO, 102 TIERCES OF rice, part of the cargo marked [A.] No. 102.

Henry M. Le Count, who is one of the business agents and attorney in fact of the house of Frenholm Brothers & Co., who have intervened in behalf of John R. Armstrong, a subject of Great Britain, claimants of the 102 tierces of rice hereinbefore specified, which said Rice is a part of the cargo of the above-named vessel, says that the rice composing the said cargo is of a perishable nature and very liable to injury, and that he believes that the same will become utterly worthless if kept longer on board the said vessel; that he has reason to believe that the said vessel is now leaking and that the moisture and heat in the hold engendered by such leakage and want of ventilation will cause the whole cargo of grain to rot if it be not at once discharged.

HENRY M. LECOUNT.

Sworn to before me this 18 day of July, 1861.
[SEAL.] A. C. WILLMARTH, *Notary Public.*

75 Endorsed: 16, 354. U. S. district court. The United States of America on behalf of the captors, against the Mary Clinton and her cargo. Affi'v't of Henry M. Le Count.
Filed July 18, 1861.

76 At a stated term of the district court of the United States of America for the southern district of New York, held at the United

States court-rooms, in the city of New York, on the 18th day of July in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES OF AMERICA, ON BEHALF, &C.,
against
THE MARY CLINTON AND HER CARGO, 102 TIERCES OF RICE, part of the cargo marked [A.] 1 to 102.

It being made to appear to the court that the portion of the cargo above specified of the said vessel is of a perishable character and likely to be destroyed or greatly damaged by remaining longer at this season in the hold of the said vessel. It is ordered, on motion of Joseph H. Dukes, proctor of the claimants of the said rice, and with the assent of the United States district attorney, that the same be unladen from the vessel and appraised separately by Moses Webb, an appraiser nominated by the attorney of the United States; and that the same be delivered to the said claimants, on their giving bonds satisfactorily to the U. S. attorney (who shall justify) for the value of the property according to the course of the court. And ordered that the said rice after being unladen shall remain in custody of marshal until duly bonded and ordered delivered to the claimants.

77 Filed 18 day of July, 1861.

78 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO.

I, the undersigned, having been appointed appraiser to appraise the value of 285 tierces of rice, part of the cargo of said schooner, marked K 1 to 164, L 87 to 1, M 1 to 32 casks, do solemnly swear that I will faithfully appraise the same to the best of my skill and ability.

G. JOSEPH RUCH.

Subscribed and sworn to this 8th day of July, 1861, before me.

GEO. F. BETTS, *U. S. Com'r.*

79 Filed 8th July, 1861.

80 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO.

I, the undersigned, having been appointed appraiser to appraise the value of one hundred tierces of rice, Jeff. 1 to 100; seventy-five tierces of rice, [B] 1 to 75; seventy-five tierces of rice, E. R. P.; fifty-two tierces of rice and one half tierce of rice, T. G. P. 1 to 53; 30 tierces and 2 half tierces of rice, W. A. A. No. 1 to 32; and 153 tierces, marked Combahee No. 1 to 153; 164 casks [K]; 32 casks [M]; 87 casks [L], do solemnly swear that I will faithfully appraise the same to the best of my skill and ability.

MOSES WEBB.

Subscribed and sworn to this 16th day of July, 1861, before me.

JOHN A. OSBORN, *U. S. Com'r.*

81 Filed July 16, 1861.

82 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO.

I, the undersigned, having been appointed appraiser to appraise the value of 20 tierces of rice, marked P. H. R., part of the cargo of said schooner, do solemnly swear that I will faithfully appraise the same to the best of my skill and ability.

MOSES WEBB.

Subscribed and sworn to this 24th day of July, 1861, before me.
GEO. W. MARTIN, *U. S. Com'r.*

83 Filed July 24, 1861.

84 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND 51 tierces rice, marked [D].

I, the undersigned, having been appointed appraiser to appraise the value of 51 tierces of rice, marked [D], do solemnly swear that I will faithfully appraise the same to the best of my skill and ability.

MOSES WEBB.

Subscribed and sworn to this 15th day of Aug., 1861, before me.
JOHN A. OSBORN, *U. S. Com'r.*

Filed 15 Aug't, 1861.

85 At a stated term of the district court of the United States of America for the southern district of New York, held at the City Hall, in the city of New York, on Tuesday, the thirteenth day of August, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SCH'N'R MARY CLINTON AND 51 TIERCES RICE, marked [D], part of her cargo.

On filing consent of U. S. district attorney, and on motion of Beebe, Dean & Donohue, proctor for the claimants, it is ordered that Moses Webb be, and he is hereby, appointed sole appraiser to appraise the value of said 51 tierces rice [D]. And it is further ordered that the clerk of this court give notice of the appointment of said Moses Webb as such sole appraiser.

Filed 13th day of August, 1861.

87 At a stated term of the district court of the United States of America for the southern district of New York, held at the City Hall, in the city of New York, on Wednesday, the 24th day of July, in the year of our Lord one thousand eight hundred and sixty-one. Present: The Honorable Wm. D. Shipman, district judge.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO.

On filing petition and jurat of Edward W. Converse on behalf of Patrick

Ryan, the claimant herein, and on motion of D. D. Lord, proctor for the claimant, Patrick Ryan, the U. S. district attorney appearing and objecting thereto, it is ordered that 20 tierces of rice, marked P. H. R., part of the cargo of the said schooner, be unladen and its value appraised to the end that the same may be delivered to the claimants on giving bail, and that Moses Webb be, and he is hereby, appointed sole appraiser to appraise the value of the above-described merchandize. And it is further ordered that the clerk of this court give notice of the appointment of said Moses Webb as such sole appraiser.

88 Filed the 24th day of July, 1861.

89 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, &c., 235 TIERCES, 3 half tierces rice, part cargo of said schooner, Grinnell, Minturn & Co.

I, the undersigned, having been duly appointed and sworn as appraiser to appraise the value of 52 tierces and one half tierce, marked T. G. P. No. 1 to 53; 30 tierces and 3 half tierces, marked W. A. A. No. 1 to 32; and 153 tierces, marked Combahee, No. 1 to 153, cont'g rice, part cargo of said schooner, do report that I have examined the above-described 235 tierces and 3 half tierces rice, and do find that the said 235 tierces and 3 half tierces rice are worth the sum of five thousand six hundred and seventy-two dollars ($5,672.)

Dated New York, 23 July, 1861.

All which is respectfully submitted.

MOSES WEBB, *App'r.*

90 Filed July 24, 1861.

91 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, &c., 283 CASKS RICE, C. M. Fry & Co., claim'ts.

I, the undersigned, having been duly appointed and sworn as appraiser to appraise the value of 164 casks [K], 32 casks [M], 87 casks [L], cont'g rice, part cargo of said schooner, do report that I have examined the said described 283 casks rice, and do find that the said described 283 casks are worth the sum of seven thousand and sixty-seven dollars, ($7,067.)

Dated New York, July 23d, 1861.

All which is respectfully submitted.

MOSES WEBB, *Appr'r.*

92 Filed July, 24, 1861

93 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCH'N'R MARY CLINTON, &c., 25 TIERCES RICE, S. E., Geo. W. Williams, claim't.

I, the undersigned, having been duly appointed and sworn as appraiser

to appraise the value of 25 tierces, marked S. E., cont'g rice, part cargo of the sch'r Mary Clinton, &c., do report that I have examined and appraised the said 25 tierces of rice, and do find that the said 25 tierces of rice are worth the sum of six hundred and twenty-five dollars, ($625.)

Dated New York, 23rd of July, 1861.

All which is respectfully submitted.

MOSES WEBB, *App'r.*

94 Filed July 24, 1861.

95 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCH'R MARY CLINTON, &C., 75 TIERCES, [B] 1 TO 75, rice, Sturges, Bennett & Co., cl'm'ts.

I, the undersigned, having been duly appointed and sworn as appraiser to appraise the value of 75 tierces [B] rice, No. 1 to 76, part cargo of said schooner, do report that I have examined and appraised said described 75 tierces rice, and do find that the said described 75 tierces rice are worth the sum of nineteen hundred and fifty dollars, ($1,950.)

Dated New York, 23rd of July, 1861.

All which is respectfully submitted.

MOSES WEBB, *App'r.*

96 Filed July 24, 1861.

97 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCH. MARY CLINTON, 102 [A] CASKS RICE, CLAIMED by Trenholm Bros. & Co.

I, the undersigned, having been duly appointed and sworn as appraiser to appraise the value of 102 tierces rice marked [A], said rice part of cargo of said schooner, do report that I have examined the above described 102 t'rc's, and do find that the said 102 tierces are worth the sum of two thousand five hundred and fifty dollars ($2,550.)

Dated New York, 23 July, 1861.

All of which is respectfully submitted.

MOSES WEBB, *App'r.*

98 Filed July 24, 1861.

99 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND cargo, 100 tierces rice, Jeff. No. 1 to 100, Sturges, Bennett & Co., cl'm'ts.

I, the undersigned, having been duly appointed and sworn as appraiser to appraise the value of 100 tierces rice, marked Jeff, No. 1 to 100, part cargo of said schooner, do report that I have examined and appraised the rice above described, (100 tierces,) and do find that the said rice above described

(100 tierces) are worth the sum of two thousand three hundred and forty dollars, ($2,340.)

Dated New York, 23d July, 1861.

All which is respectfully submitted.

MOSES WEBB, *Ap'r.*

100 Filed July 24, 1861.

101 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO.

I, the undersigned, having been duly appointed and sworn as appraiser to appraise the value of twenty tierces of rice, marked P. H. R., part of the cargo of the said schooner, do report that I have examined examined and appraised the above-described merchandise and do find that the twenty-five tierces of rice marked P. H. R., part of the cargo of the said schooner, is worth the sum of four hundred and twenty dollars.

Dated New York, July 24th, 1861.

All which is respectfully submitted.

MOSES WEBB.

102 Filed July 25th, 1861.

103 United States district court, southern district of New York, in admiralty.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, &C., 51 TIERCES RICE, marked [D.]

I, the undersigned, having been duly appointed and sworn as appraiser to appraise the value of 51 tierces of rice marked [D], do report that I have examined and appraised the said rice and do find that fifty t'cs only can be found, and ten of those water-damaged. The dry at twenty-four dollars per tierce, the damaged at twelve (12) dollars per tierce, is worth the sum of ten hundred and eighty dollars ($1,080.)

Dated New York, Aug't 15th, 1861.

All which is respectfully submitted.

MOSES WEBB.

104 Filed August 15th, 1861.

105 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, in the said district, on the twenty-third day of July, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Wm. D. Shipman, district judge.

THE UNITED STATES OF AMERICA AND ALL OTHERS INTERESTED AS CAPTORS
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO, &C.
Final decree. 16, 354.

The monition issued in this cause having been heretofore returned, and

the usual proclamation having been made, and the default of all persons being duly entered, it is thereupon, on motion of E. Delafield Smith, esq., attorney for the United States, ordered, sentenced, and decreed by the court now here, and his honor the district judge, by virtue of the power and authority in him vested, doth hereby order, sentence, and decree, that 3 bales straw hats, marked VR 1 to 3; 3 bales mdze., marked to Messrs. Gignel & Jamieson, New Orleans, La.; 28 bags of peas, marked E. R. Poole, New Orleans; 310 sacks peas consigned to Messrs. Marshall, Smith & Co., being part of said cargo of said vessel above mentioned, be, and the same accordingly are, condemned as forfeited to the United States and all others interested as captors.

And upon like motion it is further ordered, sentenced, and decreed that the clerk of this court issue a writ of *venditioni exponas* to the marshal of the district, returnable on the first Tuesday of September next, and that upon the return thereof he distribute the proceeds according to law.

106 Filed July 23d, 1861.

107 THE UNITED STATES
vs.
THE MARY CLINTON AND HER CARGO, 20 TIERCES RICE, P. H. R.

To the district court of the United States for the southern district of New York:

The petition of Patrick Ryan, claimant, by Converse, Tyler & Co., his agents in this behalf, showeth:

That the rice claimed on his behalf is perishable and perishing at the present hot season and needs to be taken charge of by its owner or his agents to preserve it from great and increasing damage. He therefore prays that it may be appraised and delivered to bail to his agents according to the rules of this court.

D. D. LORD, *Proctor.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Edward W. Converse, of the said city, being sworn, saith that the statements of the foregoing petition are true.

EDWARD W. CONVERSE.

Sworn July 24, 1861, before—

EDWIN F. COREY, *Notary Public.*

Endorsed: 16,354. United States *vs.* the Mary Clinton and cargo, 20 tierces rice, marked P. H. R. Petition for appraisal and bonding. D. D. Lord, proctor.

Filed July 24, 1861.

108 U. S. district court.

THE UNITED STATES
agt.
20 TIERCES RICE, MARKED P. H. R., CLAIMED BY CONVERSE, Tyler & Co., on behalf of Patrick Ryan, and lately part of the cargo of the schooner Mary Clinton.

SIR: Take notice that I shall apply to the court at the opening of it on the

26th instant that the above-mentioned cargo be discharged on stipulations executed by the claimant and William P. Converse, merchant, and Edward P. Converse, residing at 48 Sands street, Brooklyn, in eight hundred and forty dollars.

Dated New York, July 25, 1861.

Yours, &c.,

D. D. LORD, *Proctor Cl'm'ts.*

E. DELAFIELD SMITH, Esq., *U. S. Dist. Att'y.*

Endorsed: 16,354. U. S. district court. The United States *ag't* the Mary Clinton. No. mo. to discharge 20 t'cs rice, P. H. R. D. D. Lord, proc. cl'm'ts.

Order granted; the dist. att'y present and not objecting.

WM. D. SHIPMAN.

Service of a copy is hereby admitted, July 25, 1861.

E. DELAFIELD SMITH, *U. S. Att'y,*
Per MACOMBE.

Filed 26 July, 1861.

109 U. S. district court.

THE UNITED STATES
against
FIFTY-TWO TIERCES AND ONE HALF TIERCE OF RICE MARKED "T. G. P.," 1 to 53, and 30 tierces and two half tierces of rice, marked "W. A. A.," 1 to 32, 153 tierces of rice, marked "Combahee," 1 to 153, lately part of the cargo of the schooner Mary Clinton.

SIR: I shall move the court, at its opening on the 26th inst., that the above cargo be discharged on the stipulation of Grinnell, Minturn & Co., Elias Wade, jr., and Henry F. Sewell, this day executed and on file with the clerk.

New York, 25 July, 1861.

Yours, &c.,

D. D. LORD, *Proctor Claimants.*

E. DELAFIELD SMITH, Esq., *U. S. Dist. Att'y.*

Endorsed: 16,354. U. S. district court. The United States vs. fifty-two tierces and one half tierce of rice, marked "T. G. P.," 1 to 53, &c. Notice.

Service of a copy is hereby admitted, July 25, 1861.

E. DELAFIELD SMITH, *U. S. D. Att'y,*
P'r MACOMBER.

Order granted; the dist. att'y present and not objecting.

WM. D. SHIPMAN.

Filed 26th July, 1861.

110 U. S. DISTRICT COURT, *N. Y.*, 26 *July*, 1861.

Present: Mr. Justice Shipman.

U. S. district court.

THE UNITED STATES
ag'st
THE MARY CLINTON AND HER CARGO.

On reading and filing notice of motion, and the U. S. district attorney ap-

pearing for the libellants, it is, on motion of Mr. Lord, ordered that 52 tierces and one half tierce of rice, marked "T. G. P.," 1 to 53, and 30 tierces and two half tierces of rice, marked "W. A. A.," 1 to 32, and 153 tierces of rice, marked "Combahee," 1 to 153, lately part of the cargo of said schooner and claimed by Grinnell, Minturn & Co., be delivered to said claimants on payment into court of the clerk's and marshal's costs to the time of stipulating and a certificate of the payment of duties, if any are payable or chargeable thereon.

WM. D. SHIPMAN, *Judge.*

I consent to the entry of the above order.
July 26, 1861.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Endorsed: 16, 354. U. S. district court. The United States vs. the schooner Mary Clinton, &c., and cargo. Order to discharge rice claimed by Grinnell, Minturn & Co. D. D. Lord, pr. cl'm'ts.
Filed 26th July, 1861.

111 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on the 26 day of July, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Wm. D. Shipman, district judge.

THE UNITED STATES
ag't
THE SCHOONER MARY CLINTON AND CARGO. } 16, 354.

On reading and filing notice of motion, and the U. S. district attorney appearing for the plaintiff, it is ordered, on motion of Mr. Lord, that twenty tierces of rice, marked "P. H. R.," claimed by Converse, Tyler & Co., lately part of the cargo of said schooner, be delivered to the said claimants on stipulations in eight hundred and forty dollars, to be executed by Edward P. Converse and William P. Converse, said stipulators making the usual justification and the said claimants depositing in court the costs of clerk and marshal to the time of stipulating.

112 Filed the 26 day of July, 1861.

113 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Friday, the 26th day of July, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable William D. Shipman, district judge.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND cargo. } 16, 354.

On reading and filing notice of motion, and the U. S. district attorney appearing for the libellants, it is ordered, on motion of Mr. Lord, that twenty tierces of rice, marked "P. H. R.," claimed by Converse, Tylor & Co., and lately part of the cargo of said schooner, be delivered to the said claimants on stipulations in eight hundred and forty dollars, to be executed by Edward P. Converse and Wm. P. Converse, said stipulators making the usual justification and the said claimants depositing in court the costs of clerk and mar-

shal to the time of stipulating and a certificate of the payment of duties if any are chargeable thereon.

WM. D. SHIPMAN, *Judge.*

I consent to the entry of the foregoing order.
July 26, 1861

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

114 Filed the 26th day of July, 1861.

115 U. S. district court.

THE UNITED STATES
ag'st
THE MARY CLINTON, HER CARGO, &C., 25 TIERCES OF RICE.

I consent that on stipulations this day executed by Geo. W. Williams & Co. and Daniel Hand and George W. Wylie, an order may be entered for delivery to Geo. W. Williams & Co., claimants, of 25 tierces of rice marked "S. F. P.," part of said cargo.
New York, 30 July, 1861.

E. DELAFIELD SMITH, *U. S. Dist. Att'y,*
By S. S. W., *Ass't.*

Endorsed: 16, 366. U. S. district court. The United States *vs.* the sch'r Mary Clinton, &c., and cargo, 25 t'rc's rice. Geo. W. Williams & Co., cl'm'ts. Consent to discharge in ex.'s stipulations. D. D. Lord, pro cl'ts.
Filed 30th July, 1861.

116 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the 30th day of July, in the year of our Lord one thousand, eight hundred and sixty-one.
Present: The Honorable Samuel R. Betts, district judge.

THE SCHOONER MARY CLINTON, &C., AND CARGO, *ads.* THE UNITED STATES. } 16, 366.

On filing consent signed by the U. S. district attorney, on motion of Mr. Lord, proctor for claimants, Geo. W. Williams & Co., ordered that on stipulations this day executed by Geo. W. Williams & Co. and Daniel Hand and George W. Wylie, the 25 tierces of rice marked "S. F. P.," part of the cargo of the above-named vessel, be discharged from custody and delivered to Geo. W. Williams & Co., the claimants thereof.

117 Filed the 30th day of July, 1861.

118 U. S. district court.

THE UNITED STATES
vs.
THE MARY CLINTON, HER CARGO, &C.

I consent that, a stipulation having this day been filed and executed by Charles M. Fry and Richard Irvin, in accordance with the rules and practice of this court, an order may be entered for the delivery to C. M. Fry & Co., claimants, of 283 casks rice, marked as follows: "K," 164 casks; "M," 32

casks; "L," 87 casks, on their producing the proper permits from the collector of customs.

July 31, 1861.

E. DELAFIELD SMITH, *U. S. Dist. Att'y,*
By S. S. W., *Ass't.*

Endorsed: 16, 366. U. S. dist. court. The United States *vs.* the sch'r Mary Clinton and cargo. Consent.
Filed July 31, 1861.

119 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Wednesday, the 31st day July, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, &C., AND CARGO. } Vol. 16, page 366.

On filing consent of the U. S. district attorney and on motion of Mr. Lord, proctor for the claimants, C. M. Fry & Co., it is ordered that 283 casks of rice, marked as follows: "K," 164 casks; "M," 32 casks; "L," 87 casks, be discharged from custody and delivered to said C. M. Fry & Co., the claimants thereof, on their producing the proper permits from the collector of the customs, a stipulation having been this day filed and executed by Charles M. Fry and Richard Irvin in accordance with the rules and practice of this court and the costs of the clerk, commissioner, and marshal having been paid into court to the time of executing such stipulation.

120 Filed the 31st day of July, 1861.

121 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, in the said district, on the sixth day of August, in the year of our Lord one thousand eight hundred and sixty one.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES OF AMERICA
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO. } Final decree.

The monition issued in this cause having been heretofore returned, and the time to file and perfect the appearance of the claimant having expired, and no claim having been filed, the usual proclamation having been made, and the default of all persons being duly entered, it is thereupon, on motion of E. Delafield Smith, esq., attorney for the United States, ordered, sentenced, and decreed by the court now here, and his honor the district judge, by virtue of the power and authority in him vested, doth hereby order, sentence, and decree, that fifty-one tierces of rice, marked [D,] part of the cargo of the schooner Mary Clinton above mentioned be, and the same accordingly are, condemned as lawful prize.

And upon like motion it is further ordered, sentenced, and decreed that the clerk of this court issue a writ of venditioni exponas to the marshal of the district, returnable on the first Tuesday of September next, and that upon the return thereof he distribute the proceeds according to law.

122 Filed Aug. 6, 1861.

123 United States district court.

THE UNITED STATES OF AMERICA, ON BEHALF OF THE CAPTORS, &c.,
against
THE MARY CLINTON AND HER CARGO, 102 TIERCES OF RICE, marked [A] 1, No. 102, part of the cargo.

I consent, the stipulation having been filed and executed this day by Trenholm Brothers & Co., Emerson Coleman and George W. Bee, in accordance with the rules and practice of this court, that an order may be entered for the delivery to Trenholm Brothers & Co., claimants of the same, of 102 tierces of rice, [A] 1, No. 102, on their producing proper permits from the collector.

Aug. 7, 1861.

E. DELAFIELD SMITH, *U. S. Dist. Att'y,*
By S. S. W., *Ass't.*

Endorsed: 16, 354. U. S. district court. The United States *vs.* the sch. Mary Clinton, her tackle, &c., and cargo. Consent to discharge 102 tierces rice, [A.]

Filed August 7th, 1861.

124 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on the seventh day of August, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES OF AMERICA, ON BEHALF OF THE CAPTORS,
against
THE SCHOONER MARY CLINTON AND HER CARGO, 102 TIERCES of rice, marked [A] 1, No. 102, part of her cargo.

On filing consent of the United States district attorney and on motion of Mr. Dukes, proctor for the claimants, it is ordered that the 102 tierces of rice, marked [A] 1, No. 102, be delivered to Trenholm Brothers & Co., claimants, on their producing proper permits from the collector of customs, a stipulation having been this day entered by Messrs. Trenholm Brothers & Co. and Emerson Coleman and George W. Bee, in accordance with the rules and practice of the court, the costs of clerk, commissioner, and marshal having been paid into court at the time of executing such stipulation.

N. Y., August 7, 1861.

125 Filed the 7th day of August, 1861.

126 U. S. district court.

THE SCHOONER MARY CLINTON, HER TACKLE, &C., and 51 tierces of rice, marked [D,] composing part of her cargo,
ads.
THE UNITED STATES.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Welcome R. Beebe, of said district, being duly sworn, says that he was yesterday retained as proctor of E. David, the claimant and owner of the above-described cargo; that he has looked into the merits of the case, and is satisfied from such examination that the said claimant has a good and sub-

stantial defence, on the merits, to the above action, and, if permitted to defend the same, can sustain such defence; that upon looking into the proceedings he finds that *that* on the sixth instant a default was taken and decree by default condemning the said rice; that a large part of the cargo on board the said schooner have been bond of and answers filed, and the issues still remain untried; that the issue on this claim can be joined and tried at the same time of the other issues.

W. R. BEEBE.

Sworn to before me this 9th day of Aug., 1861.
JOHN A. OSBORN, *U. S. Com'r.*

127 U. S. district court.

THE SCHOONER MARY CLINTON, HER TACKLE, &C., and 51 tierces of rice, marked [D,] composing part of the cargo,
ads.
THE UNITED STATES.

SIR: Please to take notice that on the above aff'd't we shall move the court, on the opening thereof, or as soon thereafter as counsel can be heard, on the 10th instant, that default and all subsequent proceedings as to the above described cargo be set aside; and that the claimant have leave to come in and defend said action as to said rice, and file his claim and answer, and for such other relief as the court shall see fit to grant.

Dated Aug. 9, 1861.

Yours, &c.,
BEEBE, DEAN & DONOHUE,
Proctors for Cl't.

To E. DELAFIELD SMITH, Esq.,
U. S. Dist. Atty.

Endorsed: 16, 354. U. S. district court. The schooner Mary Clinton, her tackle, &c., and 51 tierces of rice, marked [D,] *ads.* the United States. Aff'ts notice.

BEEBE, DEAN & DONOHUE, *for Cl'm't.*

Due service admitted, Aug. 9, 1861.
E. DELAFIELD SMITH, *U. S. Dist. Att'y,*
By S. L. W., *Ass't.*

Filed Aug't 9, 1861.

128 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Saturday, the tenth day of August, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Samuel R. Betts, district judge.

THE SCHOONER MARY CLINTON, HER TACKLE, &C., and 51 tierces of rice, marked [D,] part of cargo,
ads.
THE UNITED STATES. } 16, 354.

On reading and filing aff'd'v't and notice of motion, and the district judge appearing in court and not opposing, on motion of Beebe, Dean & Donohue, proctors for the claimant of the above-described portion of the cargo, it is ordered that the default and all subsequent proceedings be set aside and

that the claimant have until Tuesday, the 13th instant, to perfect his appearance and file his claim and answer on payment of the costs of the default and subsequent proceedings.

129 Filed the tenth day of August. 1861.

130 U. S. district court.

THE SCHOONER MARY CLINTON, HER TACKLE, &c., 51 tierces of rice, marked [D,] part of her cargo,
ads.
THE UNITED STATES.

I hereby consent that an order be entered appointing Moses Webb appraiser to appraise the value of the above-mentioned cargo.
Dated Aug. 13, 1861.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Endorsed: 16, 354. U. S. district court. The United States *vs.* the schooner Mary Clinton, her tackle, &c., and 51 tierces of rice, marked [D.] Consent.

BEEBE, DEAN & DONOHUE, *Proctors.*

Filed August 13, 1861.

131 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Thursday, the fifteenth day of August, in the year of our Lord one thousand eight hundred and sixty-one.
Present: The Honorable Samuel R. Betts, district judge.

THE SCHOONER MARY CLINTON, HER TACKLE, &c., and 51 tierces of rice, marked [D,]
asm.
THE UNITED STATES.

And now, E. David, by W. R. Beebe, his agent, owner of the 51 tierces of rice above mentioned, intervening for the interest of the said E. David in the said rice, appears before the honorable court and makes claim to the said rice, as the same are attached by the marshal under process of this court, at the instance of the United States, and the said W. R. Beebe avers that E. David was in possession of the said rice at the time of the attachment thereof, and that the person above named, E. David, is the true and bona fide owner of the said rice, and that no other person is the owner thereof. Wherefore he prays to defend accordingly.

BEEBE, DEAN & DONOHUE,
Proctor for Claimant.

132 SOUTHERN DISTRICT OF NEW YORK, *ss:*

Welcome R. Beebe, being duly sworn, says that he is one of the proctors for the claimant in the above action, of the rice therein mentioned, and that the claimant is absent from this district; that deponent has read the foregoing claim and knows the contents thereof, and verily believes the same to be true. W. R. BEEBE.

Sworn to before me this 15th day of Aug't, 1861.

GEO. F. BETTS, *U. S. Com'r.*

Filed the 15th day of August, 1861.

133 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Thursday, the 15th day of August, in the year of our Lord one thousand eight hundred and sixty-one.

Present: The Honorable Sam'l R. Betts, district judge.

THE SCHOONER MARY CLINTON, HER TACKLE, &C, 51 tierces of rice, marked [D,] part of her cargo,
ads.
THE UNITED STATES.
} Vol. 16, page 366.

On filing the report of the appraiser by which the above-named 51 tierces of rice, marked [D,] part of the cargo of the schooner Mary Clinton, has been appraised at ten hundred and eighty dollars, and the said sum having been paid into the registry of the court, together with the costs of the officers of court, on motion of Beebe, Dean & Donohue, proctors for the claimants, it is ordered that the said 51 tierces of rice, marked [D,] be discharged from custody and delivered to the claimants thereof.

134 Filed the fifteenth day of August, 1861.

135 District court of the United States for the southern district of New York.

THE UNITED STATES, &C.,
vs.
THE MARY CLINTON AND HER CARGO.

The petition of intervention of David R. Porter, commander, and of the officers and crew of the United States vessel-of-war Powhattan, respectfully represents that they were the naval captors of the prize sent in for adjudication herein by this honorable court, and as such have an equal interest with the libellants in such adjudication; that all and singular the facts in the libel herein set forth and contained are true and correct, and they join in the prayer thereof for a decree of condemnation of said captured property as lawful prize of war.

They further pray that after such decree of condemnation shall have been duly ordered, and the said property shall have been sold pursuant thereto, that then this honorable court will proceed to decree the distribution of said proceeds in the proportions and in the manner prescribed by law, upon the report of the prize commissioners of this court, setting forth the lawful distributees of said proceeds, and the testimony produced before them as the basis of such distribution.

F. H. UPTON,
Proctor for the intervenors and naval captors.

136 Endorsed: 16, 354. District court of the United States. The United States *vs.* the Mary Clinton and her cargo. Intervention of naval captors. F. H. Upton, Proctor.

Filed Sept. 3, 1861

137 SOUTHERN DISTRICT OF NEW YORK, *ss:*

The President of the United States of America to the marshal of the southern district of New York, greeting:

[SEAL.]

Whereas a libel was filed in the district court of the United States for the southern district of New York, on the third day of July, in the year

of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, U. S. district attorney, on behalf of the United States and all others interested as captors, against the schooner Mary Clinton, her tackle, &c., and cargo, and praying that the same may be condemned as lawful prize to be disposed and distributed according to law.

And whereas the said schooner, her tackle, &c., and cargo, have been attached by the process issued out of the said district court in pursuance of the said libel, and are now in custody by virtue thereof, and such proceedings have been thereupon had that by the interlocutory sentence and decree of the said court in this cause made and pronounced on the twenty-third day of July, one thousand eight hundred and sixty-one, 3 bales str. hats, marked V. R., 1 to 3; 3 bales md'ze, marked to Messrs. Degnel & Jamieson, New Orleans, La.; 28 bags peas, marked E. R. Poole, New Orleans; 310 sacks peas, consigned to Messrs. Marshall Smith, part of the cargo of said schooner ordered to be sold by you, the said marshal, after giving fifteen days' notice of such sale according to law, and that you have the moneys arising from such sale, together with this writ, at a district court of the United States, to be held for the southern district of New York, at the city of New York, on the first Tuesday of September, one thousand eight hundred and sixty-one, and that you then pay the same to the clerk of the court.

Therefore, you, the said marshal, are hereby commanded to cause the said goods, wares, and merchandize, part of the cargo of the said schooner so ordered to be sold, to be sold in manner and form upon the notice and at the time and place by law required. And that you have and pay the moneys arising from such sale pursuant to the aforesaid order or decree; and have you also then and there this writ.

Witness the Honorabl Samuel R. Betts, judge of the said court, at the city of New York, in the southern district of New York, this twenty-third day of July, in the year of our Lord one thousand eight hundred and sixty-one, and of our independence the eighty-sixth.

GEO. F. BETTS, *Clerk.*

E. DELAFIELD SMITH, *U. S. District Attorney.*

In obedience to the above precept, I have sold the goods above mentioned, and such sale amounts to two hundred and eighty-four .50 dollars, which sum I have paid to the clerk of this court, as I am above commanded.

Dated this 29th day of October, 1861.

ROB'T MURRAY, *U. S. Marshal.*

138 Filed the 29th day of Oct., 1861.

139 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Friday, the tenth day of January, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES, &c., *vs.* THE SCHOONER MARY CLINTON, HER TACKLE, &c., AND 51 tierces or casks of rice, part of the cargo of said schooner.	In prize.	16, 366.

On motion of S. L. Woodford, assistant U. S. district attorney, Mr. Beebe proctor for the claimants of the rice, being present in court, and assenting thereto, it is ordered that the fund in court in the above-entitled cause arising from the 51 casks of rice, [D,] part of the cargo of the schooner Mary Clinton, be invested by the clerk of this court in the United States seven

3-10th treasury notes at par, and when so invested that the said treasury notes be made a special deposite in the Bank of the State of New York, to the credit of the cause.

SAM'L R. BETTS.

140 Filed the tenth day of January, 1862.

141 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Friday, the twenty-seventh day of June, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND cargo. } 16, 354.

On reading and filing the consent of D. D. Lord, esq., proctor for claimant of the vessel herein, and on motion of E. Delafield Smith, U. S. dist. att'y, it is hereby ordered that the schooner Mary Clinton, her tackle, apparel, and furniture, be appraised by the prize commissioners upon their giving two days' notice thereof to the proctor of the claimant; that after such appraisement has been made and filed with the clerk of this court the said vessel, her tackle, apparel, and furniture, be sold by the marshal on proper writ of execution issued to him for that purpose, under the superintendence and direction of the prize commissioners; that the marshal receive the purchase-moneys, make a proper return of the sale, and pay the gross proceeds into the registry of the court; that all charges and claims of whatsoever kind shall be presented to the court, to be passed upon by the court before payment thereof.

June 27, 1862.

SAM'L R. BETTS.

I hereby assent to the entry of the foregoing order.
N. Y., 26 June, 1862.

D. D. LORD, *Proctor.*

142 Filed the twenty-seventh day of June, 1862.

143 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the sixth day of October, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, &C., AND CARGO. } In prize. 16, 366.

The U. S. district attorney moves the hearing of the cause, and for condemnation of vessel and cargo as lawful prize, and hands in brief.

Mr. Dukes, for claimants, to put in brief within 10 days.

Papers submitted.

C. A. V.

144 **District court of the United States for the southern district of New York.**

Deposition of Patrick Henry Ryan, master, a witness produced, sworn, and examined in preparatorio, on the first day of July, in the year eighteen hundred and sixty-one, at the office of he United States prize commissioners, 39 Chambers st., on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Mary Clinton, and her cargo.

1. To the 1st interrogatory he says: I was born in Virginia. I have no domicil. My wife resides at present in Brooklyn. I have no children. My wife has been in Brooklyn for the the last two weeks. I am a citizen of the United States, and owe allegiance thereto, and to no other.

145 2. To the second interrogatory he says: I was present at the capture of the Mary Clinton and her cargo.

3. To the 3d interrogatory he says: The capture was made in the Gulf of Mexico, and, as near as we could judge, from 35 to 40 miles from Pass l' Outre, the most northern extremity of the passes of the Mississippi, one of the minor passes. The capture was made on the 29th May, 1861, between the hours of 12 o'clock and 2 o'cl'k p. m. The vessel was at first carried to the above-named pass. The next day she was taken around to the Southwest Pass, and then she was brought to New York, where she was brought on Saturday at 11 o'clock and 30 minutes, and was anchored off the navy-yard. The Mary Clinton had no commission or letters authorizing her to make prizes. I don't know why, or for what reason or pretence, the vessel was taken. The officer said that as I was from southern port he was bound to take the vessel.

146 4. To the 4th interrogatory he says: I sailed under the United States colors, under the American colors, the stars and stripes. I had no other colors on board. I had a pilot jack and a burgee, that is all.

5. To the 5th interrogatory he says: No resistance was made at the time of capture. No guns were fired. The capture was made by the United States sloop-of-war Powhattan, Lt. Porter commanding. There were no other vessels in sight at the time. I don't know the force of the Powhattan.

6. To the 6th interrogatory he says: I don't know whether the Powhattan had any commission to act in the seizure. I don't know that the Powhattan belonged to the government of the United States. I have heard that she does. The Mary Clinton has not as yet been condemned.

7. To the 7th interrogatory he says: The name of the vessel captured is the Mary Clinton, and I was her master. I appointed myself as master. I purchased her in New York, in the early part of the fall of 1857.

147 This was my first acquaintance with the vessel. The vessel was delivered to me by Mathew Clinton, the person from whom I purchased her.

8. To the 8th interrogatory he says: The Mary Clinton is of the burthen of 258 tons. The vessel's company at the time of seizure consisted of nine persons, officers and crew all told, and all were on board at the time of capture. I can't tell what countrymen they were. I presume they were Americans, for they all spoke the English language. They did not all come aboard at the same port or time, but at different ports and times. All on board at the time of capture were shipped in New Orleans in April, 1861, at the same time, except two who were shipped in place of two who were sick in Charleston, in May of that year. Those in New Orleans were shipped by

148 shipping masters of the name of Lawson & Perfect, and those in Charleston by a man named Black, whose first name I do not know.

9. To the 9th interrogatory he says: I did belong to the vessel. I was her master at the time of seizure. I was the sole owner of the vessel. I had no interest in the cargo; none of the other officers or mariners, or company had any interest in either the vessel or cargo. I don't know the value of the vessel now. I do not like to put any estimate upon her value.

10. To the 10th interrogatory he says: I have known the vessel ever since I purchased her, as before stated. I first saw her about that time. She carried no guns. She was a Delaware-built vessel, I believe, and, as far as I know she has always been known by the name of the "Mary Clinton," and by no other.

11. To the eleventh interrogatory he says: The vessel when taken,
149 was bound on a voyage to New Orleans; that voyage began in New Orleans and was to have ended there; upon final setting out on that voyage from New Orleans she was laden chiefly with corn; she had a few ploughs and some other articles. She had on board when captured a cargo of rice and some peas; she had somewhere over 900 tierces of rice and about 300 sacks of peas; she may have had (and I believe she had) two or three packages of merchandise, the contents of which I know not. This last-mentioned cargo was put aboard in the month of May, 1861. There were no goods aboard that were contraband of war or prohibited by law.

12. To the 12th interrogatory he says: The vessel had no passport or sea-brief on board. The voyage prior to that on which the vessel was taken was from New York to New Orleans; it ended at the latter place; she carried on that voyage a general cargo—a little of everything. A large
150 portion of her carge consisted of family carriages. I saw nothing aboard in any way in the shape of arms; I am sure there were none, nor any goods contraband of war. I had been running to and from New York and ports in the Gulf of Mexico, and to Cuba, previous to the voyages before stated. I was in what was called the Gulf trade.

13. To the 12th interrogatory he says: I have stated that the vessel had on board when she set out on her last voyage from New Orleans, corn and some ploughs, and when she was taken she had rice and peas. I have stated when the same was put on board, and the quantities of each sort of cargo as nearly as I can.

14. To the 14th interrogatory he says: I was the owner of the vessel at the time of her capture. I do not know who owned the cargo. I don't know anything about the owners of the cargo, nor where they live, nor of what nation they are, nor where their families reside.

151 15. To the 15th interrogatory he says: A bill of sale of the vessel was given to me at the time I purchased her as before stated. I don't recollect who was present at the time of the delivery. I have not entered into any engagement concerning the sale or purchase of the vessel besides the bill of sale before stated.

16. To the 16th interrogatory he says: The cargo on board of the vessel at the time of her seizure was first, or the only time put on board at Charleston in May, 1861. I dont know who the laders were, nor their names; my consignee in Charleston was H. F. Baker. I believe he resided there. I don't know who were the consignees of the cargo. I have not examined the bills of lading to the extent to enable me to state their names. I understood the shippers were British subjects, and the property was the property of British subjects. I heard this from Baker, the ship's consignee. I don't know anything else about it. I don't know what countryman Baker was. I
152 never saw him before in my life. I don't know whether the shippers or consignees of the goods had any interest therein, nor to whom they would belong if discharged and delivered at the destined port.

17. To the 17th interrogatory he says: I don't know how many bills of

lading were signed for the goods on board. I never counted them. I signed some, and some I did not. I can't tell anything about the number of the bills of lading which were signed. I can't state the contents of the bills of lading, except that they show that the cargo is rice and peas, and I undertook to deliver the same at the port of New Orleans, in like order and condition, at the rate of $3 per tierce and primage. The bills of lading I have and now produce them, and deliver them to the commissioner, and they are marked by him Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, in red ink.

18. To the 18th interrogatory he says: I had on board of the vessel
153 at the time of seizure, the bill of sale and register, showing my interest in the vessel. There were no papers on board showing the interest of any person in the cargo except the bills of lading before mentioned, that I am aware of. I have letters which were aboard at the time of the capture, and they are now produced and marked by the commissioner Exhibits 13, 14, 15, and 16, in red ink. I don't know what are the contents of these letters. They were delivered to me in Charleston at the moment of departure, and they remain unopened. When the vessel was captured I showed the captor all the papers. They were returned to me and none were retained except the register; these papers produced were all the papers which were aboard at the time except the register.

19. To the 19th interrogatory he says: As nearly as I can remember, the vessel was taken in latitude 29° 10′ north, and about 87° west longi-
154 tude. I have already stated that it was the 29th May, 1861, between 12 and 2 o'clock p. m., civil time. The nearest port to us was the Balize, the entrance to the Mississippi, between there and the entrance to Mobile; we were a long way off from each; both are ports of the United States. There was no charter party signed for the voyage.

20. To the 20th interrogatory he says: There were no other papers of any kind on board relating to the vessel or cargo besides those already mentioned and produced on this examination. I don't know of any other except those letters that were addressed and delivered to me personally at Charleston before sailing, and which are now produced and marked by the commissioner Exhibits 17, 18, and 19, in red ink, with a bill of lading enclosed in number 19 and marked Exhibit 20 in red ink. There were no papers of any kind burnt, torn, thrown overboard, destroyed, or cancelled, or attempted
155 to be cancelled by any one.

21. To the 21st interrogatory he says: I did not know that the boat of New Orleans at the time of capture was in a state of war with the United States, nor had I any notice thereof. I had heard and read that the State of Louisiana had seceded from the United States. I never heard or knew that the ports of that State were in a state of blockade. I heard that Louisiana had seceded before I left Charleston.

22. To the 22d interrogatory he says: I don't know whether not the port of New Orleans, to which I was bound, was under an order of blockade or not, at the time I was captured. I did not find it so blockaded when I reached there in charge as a prize. No warning or notice of such blockade had been given to me before the capture. A notice had been endorsed upon the ship's register previous to the capture. This was by an officer of the Niagara,
156 (a ship-of-war of the United States) at sea. I fell in with her soon after I left Charleston; she spoke me and asked me where I was bound, I told him New Orleans. The officer then sent his boat towards my vessel with an officer, who came aboard of my vessel. He asked for my register, and I showed it to him. He wrote two lines upon it, but it was so unintelligable that I could not understand it. After he made the endorsement he left the paper and went aboard of his vessel. This endorsement was made with my pen and ink in the cabin. He said nothing about the contents of the endorsement, but as he was going over the side of the vessel he said he doubted if

my vessel would be permitted to go to New Orleans, but he said I could most likely go up myself. This endorsement was made on the 12th or 13th May, I will not be certain which, and about 12 or 15 miles from Charleston bar. I did not attempt to read the endorsement while the officer was
157 present, but after he left I tried to make it out; I could not make out any word except "Niagara." I did not know what was the object of his visit.

23. To the 23d interrogatory he says: That the register of the vessel was not shown to or examined by any officer of the United States before her capture by the Powhattan, except as I have before stated in answer to the last interrogatory.

24. To the 24th interrogatory he says: The vessel never attempted, covertly or secretly, to enter the port of New Orleans or any of the ports in that vicinity.

25. To the 25th interrogatory he says: The vessel has never been seized as a prize before.

26. To the 26th interrogatory he says: I have sustained a loss by the seizure of my vessel. I consider it about $5,000 as the case stands now. I take the time; the vessel is worth about $1,000 a month, insurance,
158 wear and tear. I have no indemnity, satisfaction, or promise of satisfaction for any part of such damage.

27. To the 27 interrogatory he says: The vessel is partly insured; I don't know whether the cargo is insured or not; the insurance upon the vessel is by the year; she is insured to the extent of $7,000; I don't know what she is valued at in the policy; I suppose she is about half insured; I think the rate of premium is 12 per cent. per annum; the insurance is by the Crescent Mutual Insurance Company of New Orleans; I insured her there in November last, I believe.

28. To the 28 interrogatory he says: I don't know to whom the cargo would have been belonged in case my vessel had arrived at New Orleans, and had there discharged the same; I know nothing about the ownership of the cargo.

29. To the 29 interrogatory he says: I don't know where the rice and peas were raised; I received the same on board at Charleston, in the State
159 of South Carolina.

30. To the 30 interrogatory he says: The cargo was all taken aboard of a vessel from a wharf in Charleston, and none from any other vessel.

31. To the 31 interrogatory he says: There are no papers or documents of any kind in any country besides the United States relative to the vessel or cargo, except those which I have produced on this examination and the register of the vessel.

32. To the 32 interrogatory he says: That no papers have been delivered out of or carried from the vessel, except the register and the clearance from Charleston, which I suppose must have been kept by the Powhattan; I can't state the contents of the clearance; I think it was not a regular United States clearance; I can't state what has become of the clearance, but I suppose it must have been retained, and except also the freight list,
160 which I now produce, and it is marked Exhibit 21 in red ink.

33. To the 33 interrogatory he says: Bulk has not been broken since the cargo was taken aboard to my knowledge.

34. To the 34 interrogatory he says: There were three passengers on board of the vessel; none of them were secreted; there were two women and one man; the women were Irish, and the man was a sea captain, born in New York; his name was William Smith; I am sure he had no letters of marque or any commission; they had no property aboard except their personal baggage; these, with my officers and crew, were all the persons who were on board at the time.

35. To the 35 interrogatory he says: All the papers which were found on board of the vessel were entirely true and fair as far as I know; none of them were false or colorable, and I don't know of any matter or
161 circumstances to affect their credit. I have not written or signed any letters or papers concerning the vessel or her cargo, except that I telegraphed from the Balize to the consignees in New Orleans, stating that the vessel and cargo had been seized, and was then in charge of the Powhattan; I also wrote from there a letter to my brother at Norfolk, Virginia, stating to him that the vessel was captured; that was the purport of the letter and of the telegraph; I have not written any others; I don't know what has become of those papers.

36. To the 36 interrogatory he says: The vessel was steering for the passes of the Mississippi River—for the port of New Orleans; her course was not altered on the appearance of the Powhattan, and her course had been at all times direct for New Orleans, as far as wind and weather would permit; she was not sailing wide of the place, but directly for Pass l'Outre
162 before spoken of. This pass is 120 miles from New Orleans by the river, and the vessel was captured between 40 and 50 miles from the pass.

37. To the 37 interrogatory he says: The vessel has never been sold or transferred to any person since I purchased.

38. To the 38 interrogatory he says: No guns were mounted on board the the vessel; she had no arms or ammunition aboard, nor any of the articles enumerated in this interrogatory; she had nothing on board but her cargo before mentioned, and her usual ship's stores.

39. To the 39 interrogatory he says: I have stated all I know in regard to the real and true property and destination of the vessel and cargo at the time of capture.

40. To the 40 interrogatory he says: The vessel never sailed under the convoy of any ship or vessel.

41. To the 41 interrogatory he says: The vessel did not attempt to
163 enter any port or place under blockade; when captured she was proceeding on her regular voyage to New Orleans; she never attempted to enter a blockaded port on this or any previous voyage; I was never warned not to proceed to New Orleans; I had no conversation upon the subject except what I have before stated.

42. To the 42 interrogatory he says: The vessel has never sailed carrying a commission or license as privateer or letter of marque and reprisal, or any authority from any person to cruise against the person or property of citizens of the United States, or to make prizes thereof.

43. To the 43 interrogatory he says: The vessel never sailed or acted in company or concert with any vessel in cruising against, pursuing, or seizing as prize any persons' vessels or property of citizens of the United States.

P. H. RYAN.

165 District court of the United States for the southern district of New York.

Deposition of A. Backman, (mate,) a witness produced, sworn, and examined in preparatorio, on the second day of July, in the year eighteen hundred and sixty-one, at the office of the U. S. prize commissioners, 39 Chambers st., N. Y., on the standing interrogatories established by the district court of the United States for the southern dist. of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Mary Clinton and her cargo.

1. To the 1 interrogatory he says: I was born in Finland; I now live in

New Orleans, and have lived there ever since I came to this country,
166 which was about three years ago; I am a subject of the Russian government, and owe allegiance thereto; I am not a married man.

2. To the 2 interrogatory he says: I was present at the capture of the Mary Clinton and her lading, concerning which I am now examined.

3. To the 3 interrogatory he says: The seizure was made on the 29 May, 1861, about thirty to thirty-five miles from Pass l'Outre, off the Mississippi. the vessel was first carried to Pass l'Outre, and thence to the Southwest Pass, thence to New York. She had no commission or letters authorizing her to make prizes that I know of. The reason of the seizing of the vessel was the blockade of Pass l'Outre, and we could not go in; I heard of no other reason.

4. To the 4 interrogatory he says: The vessel sailed under the American colors—the colors of the United States; we had no other colors aboard;
167 we had a burgee and the Union jack; not a secession flag on board.

5. To the 5 interrogatory he says: No resistance was made to the capture; no guns were fired; no ships or vessels in sight except the capturing vessel; our vessel was a merchantman; the vessel which captured the Mary Clinton was the United States steamship-of-war Powhattan; I don't know her force.

6. To the 6 interrogatory he says: I don't know whether the Powhattan had any commission to act in such seizure; she appeared to be acting under the government of the United States; the Mary Clinton has not as yet been condemned to my knowledge.

7. To the 7 interrogatory he says: The name of the vessel captured is the Mary Clinton above mentioned; Patrick Henry Ryan was her master and commander; I don't know who appointed him to the command of the
168 vessel, but I suppose he appointed himself master; I don't know when or where he first took command of her; I have known the vessel for three years past; I have known the master about the same length of time; the master has no home; he is at home anywhere, wherever the vessel is; his wife was in New Orleans the last time we left there, and last summer she was in Boston, and when we left Charleston on this voyage she was in New Orleans. As far as I know, the master has no children. He never kept house; he boarded; I don't know where the master was born, except that he has told me that he was born in Virginia, in Norfolk; I suppose he is a citizen of the United States.

8. To the 8 interrogatory he says: The burthen of the vessel is about from 250 to 300 tons; I don't know exactly; the vessel's company con-
169 sisted of nine persons, officers and crew all told, and all were on board at the time of the capture; they were Spaniards, Germans, and Americans; I was the only Russian; there were two Spaniards, one German, and five I believe, including the master, were Americans; I don't know to what States they belonged; they did not all come aboard at the same time nor at the same place; the Spaniards and one American came aboard at Charleston, South Carolina, and the rest at New Orleans; I speak now of the crew; I joined the vessel in New Orleans on the 1st of June, 1859, and have been with her ever since; the 2nd mate came aboard in Charleston; I don't know who shipped or hired the cargo; those shipped in New Orleans were employed and came on board in April, 1861, and those shipped in Charleston came aboard in May, 1861.

170 9. To the 9 interrogatory he says: I was first mate of the vessel at the time she was captured; I had no interest in the vessel or cargo; I was hired by the master; the captain owned the vessel, but neither he nor any of the ship's company had any interest in the cargo.

10. To the 10 interrogatory he says: I have known the vessel about three

years past; I first saw her in New Orleans in Feb., 1858, I think; she carried no guns; she was an American-built vessel; I don't know where she was built; she has always been known by the name of the Mary Clinton as far as I know; I have never heard her called or known by any other name.

11. To the 11 interrogatory he says: The vessel was bound to New Orleans on the voyage in which she was taken; that voyage began at
171 Charleston, South Carolina, and was to have ended at New Orleans; she had on board a cargo consisting of about 892 tierces of rice, and about 300 sacks of peas, and a few bales of merchandise, all of which she had on board when captured; this cargo was all put aboard in May, 1861; she had nothing else aboard, and I don't know that this cargo was contraband of war or otherwise prohibited by law.

12. To the 12 interrogatory he says: I don't know that there was any passport or sea-brief on board. The voyage previous to that above mentioned was from New York to New Orleans, and thence to Charleston. She carried from New York to New Orleans on that voyage a general cargo, consisting of family carriages, potatoes, whitelead, nails, and bales of merchandize, the contents of which I know not, and from New Orleans to Charleston her cargo consisted of corn in bags, and coffee; nothing
172 else except some packages of furniture. The vessel did not stop anywhere from the time she left Charleston before she was captured.

13. To the 13 interrogatory he says: The vessel's cargo at the time of setting out upon her last voyage was, as I have before stated, rice, peas, and some bales of merchandise, which was on board when taken, and had been put aboard in May, 1861.

14. To the 14 interrogatory he says: Patrick Henry Ryan was the sole owner of the vessel at the time of the capture. I don't know who were the owners of the cargo or any part thereof. I know that the captain was the sole owner of the vessel, because he told me so. I have already stated all I know about the captain's birthplace and residence.

15. To the 15th interrogatory he says: I don't know anything about any bill of sale of the vessel or engagement concerning the purchase
173 of the vessel enquired of in this interrogatory.

16. To the 16 interrogatory he says: The cargo on board was first put aboard at Charleston in the month of May, 1861, as I have before stated. I don't know who were the laders or shippers of such cargo, nor who were the consignees, nor who were the owners thereof. The cargo was to be delivered at New Orleans. I should think so, as the vessel was bound there. I do not know for whose account, risk, or benefit.

17. To the 17 interrogatory he says: I do not know how many bills of lading were signed for the cargo. I don't know anything about the bills of lading. I don't know that any of them were false or colorable, nor that any were signed differing from the ordinary bills of lading. I never saw those on board, and can't state their contents.

18. To the 18 interrogatory he says: I have not in my possession
174 any papers of any kind to show my interest in either the vessel or cargo, for I had no interest therein, and I have not any showing the interest of any other person therein. I don't know what papers were on board of the vessel at the time of her capture. I can't produce any papers. I had a cargo-book on board, and that is aboard of the vessel now. The cargo-book states severally the quantities of cargo received on board.

19. To the 19 interrogatory he says: I think the vessel was taken in latitude about 29° north, and longitude about 80° W., but the log-book will show. I made an entry therein at the time; we had taken an observation

that day. She was captured on the 29 May, 1861, at ½ past one o'cl'k p. m. She was near Pass l'Outre of the Mississippi. There was no charter-party to my knowledge.

175 20. To the 20 interrogatory he says: I don't know what papers, bills of lading, letters or other writings relating to the vessel or cargo were on board at the time she took her departure from Charleston, which was her last clearing port before she was taken. I never saw any of the papers. I don't know that any of the papers enquired of were burnt, torn, thrown overboard, destroyed, cancelled, or attempted to be concealed by any one.

21. To the 21 interrogatory he says: I did not know or have notice at the time and place of capture that the State of Louisiana was in a state of war with the United States, nor did I know or have notice before such capture that the port of New Orleans was held in a state of blockade by the naval forces of the United States except what I heard from the ship-of-war Niagara when we left Charleston, and about ten or twelve miles off

176 Charleston bar. I don't know that the master knew or had notice of such state of war or blockade except what was obtained from the Niagara before mentioned. I had heard that the States of South Carolina and Louisiana had seceded from the United States before we left Charleston. The bombardment of Fort Sumpter had occurred. I had not heard of any war in New Orleans. There were no troops there when we left on our former voyage.

22. To the 22 interrogatory he says: That Pass l'Outre was blockaded at the time we were approaching before the capture, but the other passes to New Orleans were not. I know this because the Powhattan, which towed us there, was the first ship that arrived at that pass, and there were vessels coming out at the same time. Warning or notice that all the southern ports were to be blockaded was given by an officer of the United States

177 navy, who boarded our vessel from the Niagara as we came out of Charleston on the 12 May, 1861. I made an entry of the fact in the log-book. The officer stated that New Orleans would probably be blockaded before we would reach there. He stated this to the captain in my hearing. He said he believed they would let the captain go up, but he did not think they would allow the vessel. I don't know that any notice in writing was endorsed on the ship's register or other papers of any existing blockade or of any kind whatever.

23. To the 23 interrogatory he says: I don't know whether the register was shown to or examined by any officer of the United States navy or by any revenue officer of the United States before she was captured. The officer who boarded us from the Niagara went into the cabin

178 with the master of the vessel, but I don't know what he did. I heard him ask to see the ship's papers when he first came aboard. He said he wanted to see them. He did not say what he wanted of them, and then he and the captain went below.

24. To the 24 interrogatory he says: I do not know that the vessel enquired about at any time attempted secretly or covertly to enter the said port of New Orleans. I know that after she received the warning aforesaid she still sailed for New Orleans. She kept on her course. If we had not met the Powhattan we would have gone in. We expected to find a vessel there blockading. We went on because our cargo was for New Orleans, and we wanted to deliver it there if we could. We were trying to go to New Orleans to know where to go with the cargo. We did not ex-

179 pect to get the vessel up. This is all I have to say.

25. To the 25 interrogatory deponent says: The vessel has never been seized as a prize before, or condemned, to my knowledge.

26. To the 26 interrogatory he says: I have not sustained any loss unless I should lose my wages. I have no indemnity against such loss.

27. To the 27 interrogatory he says: I don't know whether the vessel is insured now. I believe she has been in New Orleans. I don't know by what company or what premium was paid. I don't know whether any of the cargo was insured.

28. To the 28 interrogatory he says: I don't know anything of any of the matters enquired of in this interrogatory.

29. To the 29 interrogatory deponent says: I don't know the growth or produce or manufacture of the cargo which was on board.

30. To the 30 interrogatory he says: All the cargo was taken on
180 board from the wharf in Charleston at the time before stated.

31. To the 31 interrogatory he says: I don't know that there are any bills of lading, invoices, letters, instruments, papers, or documents relating to the vessel or cargo in any country besides the United States, or on board any other vessel.

32. To the 32 interrogatory deponent says: I don't know that any papers were delivered to the officers of the Powhattan, but after arriving at the navy yard in New York I saw the prize officer go ashore with some papers. I don't know what they were or where they are.

33. To the 33 interrogatory he says: Bulk has not been broken. Cargo remains as when we left Charleston.

34. To the 34 interrogatory he says: There were three passengers on board, two women and one man, who acted on the voyage as second mate. His name was Smith. There were no other persons on board except
181 the officers and crew. I don't know where they lived. The man commanded the starboard watch. I don't know anything of the residence or citizenship of the officers or crew beyond that before stated.

35. To the 35th interrogatory he says: I don't know anything to affect the credit of any of the papers found on board. I believe they were all true and fair. I have not written or signed any letters or papers concerning the vessel or cargo.

36. To the 36 interrogatory he says: At the time we were taken we were steering for the Pass l'Outre and for New Orleans. We did not alter her course upon the appearance of the Powhatten. We kept right on. Her course was at all times when the weather would permit directed towards the Pass l'Outre and for New Orleans. That is a direct course to New Orleans. She was about 30 or 35 miles from Pass l'Outre, which is about 120 miles by the river from N. O. Our course was not altered
182 at any time.

37. To the 37 interrogatory deponent says: I have no knowledge or information concerning the matter inquired of in this interrogatory.

38. To the 38 interrogatory he says: There were no guns mounted on the Mary Clinton. There were no warlike weapons of any kind on board. There was nothing of the kind enquired of in this interrogatory on board. All we had on board was the cargo before mentioned. The contents of the bales was, I believe, straw hats.

39. To the 39 interrogatory he says: I have told all I know or believe relating to the real and true property and destination of vessel and cargo.

40. To the 40 interrogatory he says: The vessel has never sailed under convoy to my knowledge or belief.

41. To the 41 interrogatory deponent says: We sailed to New
183 Orleans, but we did not intend to enter if it was blockaded. We never heard of any of the passes to New Orleans being blockaded until we were taken. We had heard that all the ports were to be blockaded.

After we were warned by the Niagara, as before stated, we continued on our course for New Orleans.

42. To the 42 interrogatory he says: The vessel never, to my knowledge, sailed carrying a commission or license as privateer, or letter of marque and reprisal.

43. To the 43 interrogatory he says: The vessel never, to my knowledge, sailed or acted in company with cruisers or armed vessels of any kind.

(The production of the log-book is required by the *by the* commissioner.)

A. BACKMAN.

Mem.—No log-book has been filed in the U. S. district court in this cause.

184 UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States, for the southern district of New York, in and for the said district, do hereby certify that the foregoing deposition of A. Backman, a witness produced on behalf of the captors, was taken by and under my direction, at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that, before such examination was commenced, the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined separate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me, or under my direction, reduced to writing, and the same having been by me carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal at the city of New York, this second day of July, in the year of our Lord one thousand eight hundred and sixty-one.

[L. S.] E. H. OWEN, *U. S. Prize Comm'r.*

185 U. S. district court, southern district of New York.

THE UNITED STATES OF AMERICA
vs.
THE SCHOONER MARY CLINTON, &c., &c.

Stewart L. Woodford, being duly sworn, says that he is an assistant to the United States district attorney; that the United States of America have libelled the schooner Mary Clinton, her tackle, &c., &c., as prize of war; that on Friday, 5 inst., E. Delafield Smith, esq., United States district attorney for this district, received from the Secretary of the Navy the register and manifest of said schooner Mary Clinton, and a paper containing two extracts from the log-book of the United States steamship Powhatten; that said papers did not come to hand until after the person in charge of said schooner had delivered the papers found on board of her by him to the prize commissioners; that, as deponent is informed and believes, these papers,

186 *i. e.*, the register and manifest, were found on board of said schooner Mary Clinton at the time of her capture as prize, and were taken possession of by L't Commanding D. D. Porter, of the U. S. S. Powhatten, and were by him sent to the Secretary of the Navy, from whom they were received as aforesaid.

STEWART L. WOODFORD.

Sworn to before me this 8 day of July, 1861.

A. C. WILMARTH, *Notary Public.*

187 District court of the United States for the southern district of New York.

In the matter of the Mary Clinton and her cargo, taken as a prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

H. Ryan, being duly sworn, deposes and says that he is the master of the above-named Mary Clinton, and was such at the time when she was seized as a prize; that he was aboard of the vessel at the time of her capture; that the papers now shown to him, and which are hereto annexed and marked by the commissioner with his initials, are the register of the vessel and her clearance from Charleston; that both of said papers were on board of his vessel at the time of her capture and were delivered to him to L't
188 Porter, in command of the steamer Powhatten, as mentioned in his deposition in preparatorio, and the said register is the same which was shown to and examined by the officer of the Niagara when coming out of Charleston, as he has testified; that he has not seen the said register and clearance since he delivered the same to the officer of the vessel which captured the Mary Clinton, but upon examining the same he believes and has no doubt that the said papers are, respectively, in the same state and condition as they were when he delivered them up, as before stated.

PAT'K HENRY RYAN.

Sworn before me this 8 July, 1861.

E. H. OWEN, *U. S. Prize Com'r.*

189 COASTING MANIFEST.

H. F. Baker & Co.—Manifest of cargo on board sch'r Mary Clinton, P. H. Ryan master, burthen 258 tons, bound from Charleston to New Orleans, La.

Marks and Nos.	No. of entries.	Packages and contents.	Shipper.	Residence.	Consignee.	Residence.
Jeff. 100.....	1	One hundred casks rice...	Morse & Co...	Charleston.	S. L. & E. Levy	New Orle'ns
B. 75.....	2	Seventy-five casks rice...	Jno. A. Barkey.	.....	.... ..do.....	.....
(63) (64) (65).	3	Two hundred and thirty-eight casks rice.	H. Cohn & Co.	.....	.....do.....	....
D. 51.....	4	Fifty-one casks rice.....	E. David.....	.....	E. David.....	.....
K. L. M.....	5	Two hundred eighty-three casks rice.	T. J. Kerr....	.....	Order	.....
A. 102.....	6	One hundred and two casks rice.	Holmes & Stoney.	.....	Order.....	.....
	7	Twenty-five casks rice....	G. W. Williams & Co.	.....	Order	.....
E. R. Poole...	8	Twenty-eight sacks (peas)	.....do.....	.....	R. E. Poole....	.....
C. H. Blank.	9	Three hundred and ten sacks peas.	L. A. Edmonton	.....	M. Smith & Co.	.....
V. R.	10	Three bales straw hats.....	S. C. & V. C. Black	.....	Bacharias & Co	.....
	11	Three bales m'dze.....	C. N. Averill...	.....	Giginse Jamison	.....

874 casks rice; 338 sacks peas; 2 bales straw hats; 3 bales m'd'ze.
Charleston, May 10, 1861. P. H. RYAN.

I, P. H. Ryan, master of the sch'r Mary Clinton, do solemnly swear to the truth of the annexed manifest, and that, to the best of my knowledge and belief, all the goods, wares, and merchandize of foreign growth or manufacture therein contained were legally imported, and the duties thereon paid or secured. So help me God.

P. H. RYAN.

Sworn to this tenth of May, 1861.

THOS. D. JEWEY, *Dep. Collector.*

CHARLESTON, *May* 10, '61.

P. H. Ryan, master of the sch'r Mary Clinton, New Orleans, having sworn,

as the law directs, to the annexed manifest, consisting of eleven (11) articles of entry, and delivered duplicate thereof, permission is hereby granted to the said sch'r to proceed to the port of New Orleans, in State of Louisiana.

Given under our hands at Charleston the day and year above written.

THOS. D. JEWEY, *Dep. Collector.*

E. H. O., U. S. P. C.

190 In pursuance of an act of the Congress of the United States of America, entitled, "An act concerning the registering or recording of ships or vessels," Patrick H. Ryan, of the city of New Orleans, State of Louisiana, having taken or subscribed the oath required by the said act, and having sworn that he is the true and only owner of the ship or vessel called the Mary Clinton, of New Orleans, whereof Patrick H. Ryan is at present master, and a citizen of the United States, as he hath sworn, and that the said ship or vessel was built at Milford, in the State of Delaware, in the year 1854, as per temp'ry register No. 521, issued at the port of New York, on the 25th day of August, 1857, and surrendered, and also having an error in previous, and Robert W. Adams, surveyor of the port of New Orleans, having certified that the said ship or vessel has one deck and two masts, and and that her length is one hundred and seven feet eleven inches, her breadth twenty-eight feet six inches, her depth nine feet six inches, and that she measures two hundred and fifty-eight and 83-95 tons; that she is a schooner, has square stern, no galleries, and billet head; and the said Patrick H. Ryan having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said schooner has been duly registered at the port of New Orleans.

Given under our hands and seals, at the port of New Orleans, this 22 day of December, in the year one thousand eight hundred and fifty-seven.

[L. S.]

F. BRIGGS, *Register.*
Z. W. HINKS.
P. SAMA, *D'y R. O.*

190 Endorsed: May 12, 1861. Boarded and warned of the southern coast by U. S. S. Niagara.

H. P. DE KRAFF, *Lt. U. S. Navy.*

Ex. 21, E. H. O., U. S. P. C.

H. F. Baker & Co., Charleston, S. C.—Freight list of sch'r Mary Clinton, P. H. Ryan master, for New Orleans, La.

No. B. L.	Marks.	Shippers.	Consignee.	No. packages and contents.	Rate.	Primage.	Freight.
1	Jeff. 100....	F.J.H.&C.H.Maset&Co	S. L. & E. L. Levy ..	100 casks rice..	3	$15 00	$300 00
2	[B.] 75.....	Jno. A. Barney.....	.....do.....	75.....do.....	3	11 25	225 00
3	63 32½	.....	.....	.....	....	.....	.....
	64 30½	.....	.....	.....	....	.....	.....
	65, 153	H. Cobia & Co.....	S. L. & E. L. Levy ..	235 3-2 c'ks rice	3	35 48	709 50
4	[D.] 51	E. David.....	E. David	51.....do.....	3	7 65	153 00
5	R. 164.....	.....	.....	.....	....	.....	.....
	M. 32.....	.....	.....	.....	....	.....	.....
	L. 87	Thos. J. Kerr.....	Order	283 casks rice..	3	42 45	849 00
6	Cly. 197.....	.....	.....	.....	....	.....	.....
	Black, 113...	L. A. Edmonton.....	Marshan, Smith & Co.	310 sacks peas.	30	4 65	93 00
7	E. R. Poole..	Geo. W. Williams & Co	E. R. Poole.....	28.....do	30	42	8 40
8	[A.] 102.....	Holmers & Stoney.....	Order.....	102 casks rice..	3	15 30	306 00
9	V. R...	T. C. & C. Black.....	J. W. Zacharay & Co	3 b'les st'w hats	....	60	12 00
10	.....	C. N. Averill.....	Gagent & Jamison....	2 bales mdse...	....	36	7 00
11	P. 25.....	G. W. Williams & Co...	E. R. Poole.....	25 casks rice...	3	3 75	75 00
						136 91	2,738 00

Freight	$2,738 00
Primage	136 91
Expenses	2 66
Exchange	26
	2,877 83

Charleston, May 10, 1861.
E. E. H. F. BAKER & Co.

192 Shipped in good order and well conditioned, by George W. Williams & Co., on board the good schooner called the Mary Clinton, whereof Ryan is master for the present voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say *to say*: (25) twenty-five tierces rice, Ex. 1,E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto E. R. Poole or to their assigns, he or they paying frieght for the said three dollars per tierce, with 5 per cent. primage and average accustomed.

No. 11, P. New Orleans.
Fr't $75 00
P'm'ge, 3 75
78 75

In witness whereof, the master or agent of the said vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the 10th day of May, 1861.

Weight unknown.

N. M. BAKER & CO., *Ag't.*

193 Shipped in good order and well conditioned, by Holmes & Stoney, on board the good sch'r called the Mary Clinton, whereof is master, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: one hundred and two tierces rice, property of J. R. Armstrong, British subject, Ex. 2, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto order, or to assigns, he or they paying freight for the said rice three ($3 00) dollars per tierce, with five per cent. primage and average accustomed.

A. 1 to 102
F. $306 00
P'ge, 15 30
321 30

In witness whereof, the master or agent of said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the 10th day of May, 1861.

Weight unknown.

P. H. RYAN.

194 Shipped in good order and well conditioned, by F. C. & S. C. Black, on board the good sch'r called the Mary Clinton, whereof Ryan is master for the present voyage, now lying in the port of Charleston, and bound for New Orleans, to say: three bales straw mats, Ex. 3, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in like good order and condition at the aforesaid port of New Orleans, La., (the dangers of the seas only excepted,) unto Messrs. J. W. Zacharie & Co., or to their assigns, he or they paying freight for the said bales twenty cents per cubic foot, with 5 per cent. primage and average accustomed.

[V. R.] 1 to 3.
F. 12 00
Pr., 60
12 60

In witness whereof, the master or agent of the said vessel hath affirmed

to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, the 2nd day of May, 1861.

H. F. BAKER & CO., *Ag'ts.*

195 Shipped in good order and well conditioned, by C. N. Averill, on board the good sch'r called the Maria Clinton, whereof Ryan is master for the resent voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: (3,) three bales m'd'se, contents unknown, Ex. 4, E. H. O., U. S., P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of New Orleans, (the dangers of the seas, restraints from other governments, only excepted,) unto Gignel & Jamison, or to their assigns, he or they paying freight for the said bales, twenty cents per foot, with charges of two dollars and 66-100, and exch'ge 10 pr. on exp's, with 5 per cent. primage and average accustomed.

Messrs. Gignel & Jamison, New Orleans, La.
Freight, $7 10
Pr., 36
Expenses, 2 66
Exch'g, 26
10 38

In witness whereof, the master or agent of said vessel hath affirmed to 4 bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at Charleston, S. C., the 30th day of April, 1861.

H. M. BAKER & CO., *Ag't's.*

196 Shipped in good order and well conditioned, by George W. Williams & Co., on board the good sch'r called the Mary Clinton, whereof P. N. Ryan is master for the present voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: (28) twenty-eight bags peas, A. Backman, Ex. 5, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto E. R. Poole, or to their assigns, he or they paying freight for the said peas at 15 c. per bushel, with 5 per cent. primage and average accustomed.

E. R. Poole, New Orleans.
Ft., $8 40
P'g'e, 42
8 82

In witness whereof, the master or agent of the said vessel hath affirmed to three bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the first day of May, 1861.

H. M. BAKER & CO., *Ag'ts.*

197 Shipped in good order and well conditioned, by L. A. Edmondston, on board the good schooner called the Mary Clinton, whereof Ryan is master for the present voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: three hundred and ten sacks peas, Ex. 6, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of New Orleans, La., (the dangers of the seas only excepted,) unto Messrs. Marshal P. Smith & Co., or to their assigns, he or they paying freight for the said peas, J. W., thirty cents per bag, with 5 per cent. primage and average accustomed.

197 aan.
113 black.
310 sacks.

$93 00
Pr., 4 65
97 65

In witness whereof, the master or agent of the said vessel hath affirmed to 4 bills of lading, all of this tenor or date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the 3d day of May, 1861.

H. F. BAKER & CO., *Ag'ts.*

198 Shipped in good order and well conditioned, by Thomas J. Kerr on board the good schooner called the Mary Clinton, whereof Ryan is master for the present voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: two hundred and 83 casks rice, Ex. 7, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said rice three dollars per cask, with 5 per cent. primage and average accustomed.

K. 164 c'ks.
M. 32 "
L. 87 "
283
$849 00
Pr., 42 45
891 45

In witness whereof, the master or agent of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the 10th day of May, 1861.

Weight unknown.

H. M. BAKER & CO., *Ag'ts.*

199 Shipped in good order and well conditioned, by E. David, on board the good schooner called the Mary Clinton, whereof Ryan is master, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: fifty-one (51) casks rice, Ex. 8 E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto E. David, or to his assigns, he or they paying freight for the said three dollars per cask, with 5 per cent. primage and average accustomed.

[D] Kensington..
$153 00
Pr., 7 65
160 65

In witness whereof, the master or agent of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the 4th day of May, 1861.

Weight unknown. H. M. BAKER & CO., *Ag'ts.*

200 Shipped in good order and well conditioned, by H. F. Baker & Co., on board the good sch'r called the Mary Clinton, whereof Ryan is master, now lying in the port of Charleston, S. C., and bound for New Orleans, La., to say: twenty casks rice, property of Patr'k Ryan, British subject, Ex. 9, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said rice three dollars per cask, with 5 per ct. primage and average accustomed.

P. H. R. 1-20

In witness whereof, the master or agent of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the 11th day of May, 1861.

201 Shipped in good order and well conditioned, by Henry Cobia & Co., on board the good schooner called the Mary Clinton, whereof Ryan is master, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: two hundred and thirty-five whole and (3) three half casks rice, Ex. 10, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto S. L. & E. Levy, or to their assigns, he or they paying freight for the said rice $3 per cask, with 5 per cent. primage and average accustomed.

[63] 52 1-2
64 30 2-2
65 153
235 3-2
709 50
Pr. 35 48
$744 98

In witness whereof, the master or agent of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the 9th day of May, 1861.

Weight unknown.

H. F. BAKER & CO., *Ag'ts.*

202 Shipped in good order and well conditioned, by John A. Buckmyer, on board the good schooner called the Mary Clinton, whereof Ryan is master for the present voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say: seventy-five tierces rice, Ex. 11, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto S. L. & E. L. Levy, or to their assigns, he or they paying freight for the said at the rate of three dollars per tierce, with 5 per ct. primage and average accustomed.

(B) 1 to 75
Pr. $225 11 25
$236 25

In witness whereof, the master or agent of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the ninth day of May, 1861.

Weight unknown.

H. F. BAKER & CO., *Ag'ts.*

203 Shipped in good order and well conditioned, by I. J. C. H. Moise & Co. on board the good schooner called the Mary Clinton, whereof P. H. Ryan is master for the present voyage, now lying in the port of Charleston, S. C., and bound for New Orleans, to say, one hundred tierces rice, Ex. 12, E. H. O., U. S. P. C., being marked and numbered as in the margin, and are to be delivered in like good order and condition at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto S. L. & E. L. Levy or to their assigns, he or they paying freight for the said rice three dollars pr. t'ce, with 5 per cent. primage and average accustomed.

Jeff. No. 1 to 100
61,310 lbs
Value $2,169 76
Pr. $300 15
$315

In witness whereof, the master or agent of the said vessel hath affirmed to 3 bills of lading all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Charleston, S. C., the ninth day of May, 1861.

Weight unknown.

H. F. BAKER & CO., *Ag'ts.*

204 Edward David, wholesale and retail dealer in foreign and domestic fruits of all kinds, No. 69 Market st., Charleston, S. C.

Goods taken on commission, also goods shipped to order.

205 CHARLESTON, *May* 11, 1861.

Mr. Rigat Davdit & Co.:

If you received this letter the schooner Mary Clinton will be in Havana, so you will be so kind as to look to my rice and sell it for me, as I wrote you by the other vessel, and let me know the results immediately by the way of New Orleans and Charleston. Mr. Hall & Co. recommended me to you, and I hope you will do the best for me. I have 51 casks, price marked [0] and branded Kennington. Write to me in New Orleans, M. E. David, care of C. F. Girardy, and at Charleston, E. Davids. By so doing you will oblige very much, yours,

E. DAVID.

206 (P'r sch'r Mary Clinton.)

CHARLESTON, *May* 11, 1861.

Messrs. H. W. Conner & Son, N. Orleans:

DEAR SIRS: Enclosed please find bill lading, 102 t'es rice by this schooner, on account of Mr. John R. Armstrong, of Liverpool, a British subject. Please sell the rice and remit the proceeds to us here in an undoubted check on New York, (your own if you are checking,) or in an A 1 stirling bill to Fenser, Trenholm & Co., Liverpool, 1st and 2d direct, 3d to us here.

The samples of the rice are on board the schooner and marked [C.]

Y'rs truly,

H. W. FRASER & CO.

207 Shipped in good order and well conditioned by Holmes & Stoney, on board the sch'r called the Mary Clinton, whereof Ryan is master for this voyage, now lying at the port of Charleston, S. C., and bound for New Orleans, to say: one hundred and two tierces rice, property of J. R. Armstrong, British subject, being marked and numbered as in the margin; and are to be delivered in the like good order and well conditioned at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said rice, three ($3 00) dollars per tierce, with 3 per cent. primage and average accustomed.

[A] 1 a 102.

In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in Charleston, S. C., the 10 day of May, 1861.

Weight unknown.

P. H. RYAN.

208 Pr. sch'r Mary Clinton. Ex. 13, E. H. O., U. S. P. C. Messrs. H. W. Conner & Son, New Orleans, consignee 102 t'es rice, property of Mr. J. R. Armstrong, Liverpool.

209 Ex. 20, E. H. O., U. S. P. C.

Shipped in good order and well conditioned by H. F. Baker & Co., on board the sch'r called the Mary Clinton, whereof Ryan is master for this voyage, now lying at the port of Charleston, S. C., and bound for New Orleans, La., to say: twenty casks rice, property of Patrick Ryan, British subject, being marked and numbered as in the margin; and are to be delivered in the like good order and well conditioned at the aforesaid port of New Orleans, (the dangers of the seas only excepted,) unto order or to assigns, he or they paying freight for the said rice, three dollars pr. cask, with 5 pr. cent. primage and average accustomed.

[P. H. R.] 1–20.

In witness whereof, the master or purser of the said vessel hath affirmed to 3 bills of lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated in Charleston, S. C., the 11 day of May, 1861.

PAT'K HENRY RYAN.

210 Ex. No. 19 and 20, E. H. O., U. S. P. C. Mr. Patrick Ryan, New Orleans.

211 Ex. 17, E. H. O., U. S. P. C.

CHARLESTON, 10 *May*, 1861.

Captain of sch'r Mary Clinton:

DEAR SIR: By your vessel we have shipped 235 3–2 casks rice for New

Orleans, and as there are grounds for apprehending a blockade of that port, you are hereby authorized, so far as we are concerned in your cargo, if an entrance cannot be made into New Orleans to proceed to Havana and consign our shipment to Messrs. J. M. Morales & Co., to whom we have written by your vessel. We trust, however, that you may have a quick trip, and evading the grasp of "Old Abe's" crew, make a safe entry at New Orleans.

Yours resp'y,

HENRY COBIA & CO.

212 *Envelope.*

Ex. 17, E. H. O., U. S. P. C.

Captain P. H. Ryan, sch'r Mary Clinton, of New Orleans.

213 Ex. 18, E. H. O., U. S. P. C.

CHARLESTON, 10 *May*, 1861.

Capt. Ryan, sch'r Mary Clinton:

D'R SIR: If you arrive safely at New Orleans, call on J. D. Denegre in regard to my ship't of rice. Should you be compelled to go to Cuba and land your cargo, deliver my rice to J. C. Burnham & Co., Havana.

Y's resp'y,

THOMAS J. KERR.

Endorsed: Capt. Ryan, sch'r Mary Clinton.

214 CHARLESTON, 11 *Mayo*, 1861.

Srves Rigal Dardet y Co., Habana,

Muy tres retrios, nos cabe el gu sto de presentartol al convimiento y lmnas relauas de vs a lapear de reumendarbs m np suarmte a' ny amigos los yres John Trazer & Co., casa en to das concyrtos respetable de es te somenco pr. los megoris 9d pun I an ounasble con es a plas a purs habunetonos perdido pr uno de ny conespons ales de anfearsa no hemos titubead en indienbs la respetable casa de vs.

En tal comeyeto desiavemos si sirvard vo dispensables sufuna arogula y atendorles en cuanto les ouyeasen, al mirsno tiempo q'l vesemos congento q'l de este conovisiemento se purlan sub setay ertablen relarivnes comericiles de utilielad recquna.

Y antryindoles us agra den inmenti pr. cuanto se sevan vs obar en obsevuio de ms reumendo do y amigs lres John Trazer & Co., guedin conel
215 aperto de siemyure sus muy atutes L. L. J. S. M. B.

HALL & CO.

Endorsed: Sres Pigal Dardet y Co., Habana.

216 CHARLESTON, *May* 11, 1861.

S'rs Rigal, Dardet & Co., Havana:

DEAR SIRS: We beg leave to hand you enclosed letter of introduction from our friends and neighbors Messrs. Hall & Co.

The sch'r Mary Clinton is bound to New Orleans, but it is possible that the war difficulties may prevent her from entering that port. In this case she will go to Havana and the captain will deliver you a letter addressed to Messrs. H. W. Conners & Son, containing bill lading 102 t'cs rice on account Mr. John R. Armstrong, Liverpool. Please sell the rice and remit the nett proceeds to us, an A 1 sterling bill to Messrs. Frazer, Trenholm & Co., Liverpool.

You will please open Messrs. Conner & Son's letter, in which you will find bill lading to order and endorsed in blank.

Bespeaking your attention to this small matter, we remain, dear
217 sirs, your most resp'y,

TAV. FRAZER & CO.

Endorsed: Ex. 15., E. H. O., U. S. P. C. S'rs Rigal Dardet & Co., Habana. Sc'r Mary Clinton.

218 Invoice of 235 3-2 casks rice shipped by Henry Cobia & Co. pr. sch'r Mary Clinton and consigned to Mess. S. L. & E. S. Levy, New Orleans, for sale on y'r ac., risk with shippers:

[65.] 52½ casks rice, brand, Hut, T. C. P.; tare, 71-40;		
1.53. 36,151 gross, 3,940 tr., 32,211 nett, $3½ bbl., 50 c.....		1,153 88
[64.] 30 2 ½-casks rice, W. A. A., tr. 80 50;		
1.32. 22,250 gross, 2,500 tr., 19,750 nett, $3½ bbls., 50 c.....		707 25
[65.] 153 casks rice, Combahee;		
1.153. 10,976 2 gross, 11,475 tr., 98,287 nett, $3 5/8 bbls, 50c....		3,644 41
		5,505 54
Charges:		
Whf'g, dray'g, and cooperage.....	103 23	
Commission on $5,608 77 at 2½ p. c.....	140 22	
		243 45
		5,748 99

Charleston, 9 May, 1861.
E. E. HENRY COBIA & CO.

219 CHARLES., 10 *May*, 1861.

Messrs. J. M. Morales & Co., Havana:

GENT.: By the schooner Mary Clinton, which sails for New Orleans, we have shipped 235 3-2 casks rice, consigned to our friends there, but as there are strong grounds for apprehending a blockade of that port, the captain of the Mary Clinton has instructions from the various shippers to proceed to Havana if he cannot enter his port of destination.

Our present object is to hand enclosed invoice of our rice at first cost and we wish you to receive same and sell on account and risk of Messrs. S. L. & E. L. Levy, of New Orleans, and ourselves. If there is any practicable manner of advising either Messrs. Levy or ourselves we shall be pleased for you so to do. Proceeds of sales we would prefer remitted to Messrs. Levy, but in this you must be governed by circumstances of our political difficulties.

This lot of rice is all prime and fresh from mill, and we think should
220 yield a handsome profit in your market. When opportunity offers, we shall be pleased to hear from you.

Yours resp'y, HENRY COBIA & CO.

Endorsed: P. sch. Mary Clinton. Ex. 14, E. H. O., U. S. P. C. Messrs. T. M. Morales & Co., Havana.

221 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States

court-rooms, in the city of New York, on Monday the 26th day of October, in the year of our Lord one thousand eight hundred and sixty-three.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND CARGO. } In prize. 16, 426.

This cause having been heard on the libel, and proofs and testimony taken in preparatorio, and counsel for libellants and claimants having been heard, and due deliberation being had in the premises, now, on motion of E. Delafield Smith, attorney of the United States, it is ordered, adjudged, and decreed by the court that the schooner Mary Clinton, her tackle, &c., and cargo, be condemned and forfeited to the United States, on the ground that the said captured property is lawful prize of war.

And the said vessel having been heretofore sold by the marshal under an interlocutory order of the court made in this cause, and the proceeds thereof, amounting to the sum of $5,200, having been duly deposited as required by law, and a portion of the said cargo having been sold under a like order, and the proceeds thereof, amounting to the sum of $284 50, having also been deposited according to law; and a further portion of said cargo, consisting of 51 tierces of rice, marked [D,] having been appraised at $1,080, the said appraised value having been paid into the registry of the court and by the clerk invested in United States treasury notes bearing interest at
222 the rate of $7 30-100 per cent. per annum, and the remaining portion of said cargo having been bonded, it is further ordered, adjudged, and decreed that the stipulators for value herein, Charles M. Fry, Richard Irvin, Grinnell, Minturn & Co., Elias Wade, jr., Henry F. Swan, Trenholm Brothers & Co., J. T. Wilsman, George W. Bee, Emerson Coleman, Sturgis, Bennet & Co., Frederick Sturgis, George M. Clearman, George W. Williams & Co., Daniel Hand, George W. Wylie, Edward W. Converse, Rockhell Robeson, and William P. Converse, cause their several stipulations to be fulfilled and pay into the registry of the court the amounts of their respective stipulations.

And it is further ordered that the costs and disbursements herein be paid according to law, and that unless an appeal be taken from this decree within the time limited by law, the prize commissioners proceed, under the direction of the court, as soon as possible after the entry of this decree, to take the requisite evidence and report the same to the court, to the end that a final decree may be made herein determining what public ships of the United States are entitled to share in the prize and whether the prize was of superior, equal, or inferior force to the vessel making the capture.

SAM. R. BETTS.

Filed on the twenty-sixth day of October, 1863.

223 U. S. district court.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON AND CARGO.

SIRS: Take notice that the claimants, Jonathan Sturges, Josiah Bennett, Benjamin J. Arnold, and Frederick Sturges, hereby appeal from so much of the final decree entered in the above cause as condemns and forfeits as lawful prize 100 tierces rice marked "Jeff.," No. 1 to 100, 75 tierces rice marked [B,] 1 to 75, part of the cargo of the said schooner Mary Clinton, to the Su-

preme Court of the United States, in pursuance of section 7 of the act of Congress approved March 3, 1863, with costs and disbursements.

New York, November 17, 1863.

Yours, &c.,

D. D. LORD,
Proctor Cl'm'ts, App'ts.

To E. DELAFIELD SMITH, Esq.,
United States Dist. Att'y.
GEO. F. BETTS, Esq., *Clerk.*

224 Endorsed: 16, 427. U. S. district court, in prize. The United States *vs.* the schooner Mary Clinton, &c., and cargo. Sturges, Bennet & Co., claimants. Notice of appeal. D. D. Lord, proct. cl'm'ts.

Due and timely service of a copy of the within notice of appeal is hereby admitted.

Nov. 20, 1863.

E. DELAFIELD SMITH,
U. S. District Attorney.

Filed Nov. 20, 1863.

225 U. S. district court.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON AND CARGO.

SIRS: Take notice that the claimants, Robert B. Minturn, Robert B. Minturn, jr., Irving Grinnell, Elias Wade, jr., John N. Aahman, and John W. Minturn, hereby appeal from so much of the final decree entered in the above cause as condemns and forfeits as lawful prize 52 tierces of rice and one half tierce, marked "T. G. P.," numbered 1 to 53, 30 tierces and two half tierces numbered 1 to 32, and 153 tierces marked 1 to 153, part of the cargo of the said schooner Mary Clinton, to the Supreme Court of the United States, in pursuance of section 7 of the act of Congress approved March 3rd, 1863, with costs and disbursements.

New York, November 17, 1863.

Yours, &c.,

D. D. LORD, *Proctor for Cl'm'ts.*

To E. DELAFIELD SMITH, Esq.,
United States Dist. Att'y.
GEO. F. BETTS, Esq., *Clerk.*

227 Endorsed: 16, 427. U. S. district court, in prize. The United States *vs.* the schooner Mary Clinton, &c., and cargo. Grinnell, Minturn & Co., cl'm'ts. Notice of appeal. D. D. Lord, proct. cl'm'ts.

Due and timely service of a copy of the within notice of appeal is hereby admitted.

Nov. 20, 1863.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Filed Nov. 20th, 1863.

227 United States district court.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON AND CARGO.

SIRS: Take notice that the claimants, Charles M. Fry, Overton M. Price, and Chapman J. Leigh, hereby appeal to the Supreme Court of the United States from so much of the final decree entered in the above cause as condemns and forfeits as lawful prize 164 casks of rice marked B, 32 casks rice marked "M," 87 casks rice marked "L," part of the cargo of the said Mary Clinton, in pursuance of section 7 of the act of Congress approved March 3, 1863, with costs and disbursements.

New York, Nov. 17th, 1863.

Yours, &c.,

D. D. LORD, *Proctor for Cl'm'ts.*

To E. DELAFIELD SMITH, Esq., *U. S. Dist. Att'y.*
GEO. F. BETTS, Esq., *Clerk.*

Endorsed: 16,427. U. S. district court, in prize. The United States *vs.* the schooner Mary Clinton, &c., and cargo. C. M. Fry & Co., cl'm'ts. Notice of appeal. D. D. Lord, proctor cl'm'ts.

228 Due and timely service of a copy of the within notice of appeal is hereby admitted.

Nov. 20, 1863.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Filed Nov. 20th, 1863.

229 District court of the United States for the southern district of New York, in prize.

THE UNITED STATES OF AMERICA
vs.
THE SCHOONER MARY CLINTON, &C., AND CARGO, Jonathan Sturges, Josiah Bennett, Benjamin J. Arnold, and Frederick Sturges, copartners under the name and firm of Sturges, Bennett & Co., claimants of 100 tierces rice, marked Jeff No. 1 to 100; also, claimants of 75 tierces rice marked B., 1 to 75; Robert B. Minturn, Robert B. Minturn, jr., Irving Grinnell, Elias Wade, jr., John N. Ahman and John W. Minturn, copartners under the firm name of Grinnell, Minturn & Co., claimants of 52 tierces of rice and one half tierce marked T. G. P. numbered 1 to 53, 30 tierces and 2 half tierces numbered 1 to 32, and 153 tierces marked 1 to 153, containing rice; Charles M. Fry,
230 Overton M. Price, and Chapman J. Leigh, copartners under the firm name of C. M. Fry & Co., claimants of 164 casks of rice marked H, 32 casks rice marked A—N, 37 casks rice marked A—L.

These several claimants, each in respect of the merchandize embraced in their several claims respectively, do hereby respectively appeal from the sentence and decree of the district court of the United States of America

for the southern district of New York, pronounced at a stated term thereof on the twenty-sixth day of October now last past, whereby the merchandize above specified as claimed by these claimants was condemned as forfeited to the United States, and whereby it was also ordered, adjudged, and decreed that the stipulators for value herein, Charles M. Fry and Richard Irvin, (of Grinnell, Minturn & Co.,) Elias Wade, jr., and Henry T. Swan, (of Sturges, Bennett & Co.,) and Frederick Sturges with others, cause their several stipulations to be fulfilled and pay into the registry of this court the amounts of their respective stipulations; and also do appeal from all the said sentence, decree, and order as relates to the merchandize by these claimants respectively claimed, and as relates to the proceeds thereof or to them as claimants respectively.

And these claimants and appellants, offering security as required by law, do hereby as aforesaid appeal from the said sentence and decree, and
231 pray that the proceedings in the said court in the said cause, in relation to the cargo so claimed, and the pleadings, evidence, and other matters therein had or relating thereto, be sent, according to the statute and the course of courts of admiralty and prize jurisdiction, to the Supreme Court of the United States of America, at the next term thereof, to be held at the city of Washington, there to be proceeded in according to law, as well on the proceedings and proofs in the said cause as upon such other and further proofs as the said Supreme Court shall deem just to admit and the claimants respectively, shall offer, to the end that the said sentence may be reversed and annulled, and such other order or sentence made as shall be according to law.

Dated New York, November 17, 1863.

D. D. LORD, *Proct. Appell'ts and of Counsel.*

Endorsed: 16, 427, U. S. district court, in prize. The United States *vs.* the schooner Mary Clinton &c, Sturges, Bennet & Co., and C. M. Fry & Co., claimants of a portion of the cargo. Appeal. D. D. Lord, proct. claim'ts.

Due and timely service of a copy of the within appeal is hereby admitted. Nov. 20, 1863.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Filed Nov. 20, 1863.

232 By the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York.

To E. Delafield Smith, esq., attorney of the United States for the southern district of New York, acting on behalf of the United States in the suit in prize of the United States of America, libellants and captor in interest, against the schooner Mary Clinton, her tackle, &c., and cargo, as prize.

Whereas Grinnell Minturn & Co., Sturges, Bennet & Co., and C. M. Fry & Co., claimants of certain parts of the cargo of the schooner Mary Clinton, have lately appealed to the Supreme Court of the United States, at the city of Washington, in the District of Columbia, in pursuance of section 7 of the act of Congress approved March 3, 1863, from a decree rendered by the judge of the district court of the United States for the southern district of New York, made in favor of you, the United States of America, against the said schooner Mary Clinton and her cargo, and they have filed the security required by law, you are therefore hereby cited to appear before the said Supreme Court, at the city of Washington, on the first day of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand, at the city of New York, in the southern district of

New York, the 20th day of November, in the year of your Lord one thousand eight hundred and sixty-three, and of the independence of the United States the eighty-eighth.

SAM'L R. BETTS.

233 Filed Nov. 20, 1863.

Due and timely service of a copy of the within citation or appeal is hereby admitted.
Nov. 20, 1863.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

234 Supreme Court of the United States of America.

THE UNITED STATES OF AMERICA, libellants, appellees, vs. THE SCHOONER MARY CLINTON, HER TACKLE, &C., AND cargo, Grinnell, Minturn & Co., Sturges, Bennett & Co., and C. M. Fry & Co., claimants of certain parts of the cargo of the said schooner Mary Clinton. } Bonds for costs on appeal.

Know all men by these presents that we, Robert B. Minturn, Robert B. Minturn, jr., Irving Grinnell, Elias Wade, jr., John N. Ahman, and John W. Minturn, composing the firm of Grinnell, Minturn & Co., Jonathan Sturges, Josiah Bennett, Benjamin G. Arnold, and Frederick Sturgis, composing the firm of Sturgis, Bennett & Co., Charles M. Fry, Overton M. Price, and Chapman J. Leigh, composing the firm of C. M. Fry & Co., are held and firmly bound unto the above-named libellants and appellees in the sum of two hundred dollars, to be paid to the said libellants, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the 19th day of November, in the year of our Lord one thousand eight hundred and sixty-three.

Whereas the above-named claimants of a portion of the cargo of said sch'r have prosecuted an appeal to the Supreme Court of the United States, in pursuance of section 7 of the act of Congress approved March 3d, 1863, to reverse the decree rendered in the above-entitled suit by the judge of the district court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such that if the above-named claimants shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their said appeal good, then this obligation shall be void; otherwise, the same shall be and remain in full force and virtue.

GRINNELL, MINTURN & CO., [L. S.]
By R. B. MINTURN, JR.
STURGES, BENNETT & CO., [L. S.]
By JONA. STURGES.
CHAS. M. FRY & CO., [L. S.]
By WM. H. PRICE, *Att'y.*
RICH'D IRVIN. [L. S.]
MAURICE FANCON. [L. S.]

Sealed and delivered, and taken and acknowledged, this 19th day of November, 1863, before me.

PATRICK HOGAN, *Notary Public.*

As to Maurice Fancon, before me, Nov. 19, 1863.

GEORGE DEFOREST LORD, *Notary Public.*

235 UNITED STATES OF AMERICA,
Southern district of New York, ss:

Richard Irvin and Maurice Fancon, being each duly sworn, doth depose and say that he resides in said southern district of New York, and that he is worth the sum of four hundred dollars over and above all his just debts and liabilities.

RICH'D IRVIN.
MAURICE FANCON.

Sworn to by Richard Irvin this 19th day of November, A. D. 1863, bebefore me.

PATRICK HOGAN, *Notary Public.*

Sworn to by Maurice Fancon, before me, this 19th day of November, 1863.
GEORGE DEFOREST LORD, *Notary Public.*

I approve of the sufficiency of the sureties of the within bond.
New York, November 20, A. D. 1863.

SAM'L R. BETTS.

Filed this 20th day of Nov'r, 1863.

Filed January 6, 1864.
REC. 205—10

In the Supreme Court of the United States.

DECEMBER TERM, 1865.

In Prize.

GRINNELL, MINTURN & CO., STURGIS, BENNETT & Co., and C. M. Fry & Co., claimants of a portion of the cargo of the schooner Mary Clinton, appellants,

vs.

THE UNITED STATES.

No. 125.

APPEAL FROM THE DECREE OF THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

JAMES SPEED,
Attorney General.
TITIAN J. COFFEY,
Special Counsel for United States.

1593

In the Supreme Court of the United States.

DECEMBER TERM, 1865.

In Prize.

GRINNELL, MINTURN & CO., STURGIS, BENNETT & Co., and C. M. Fry & Co., claimants of a portion of the cargo of the schooner Mary Clinton, appellants.

vs.

THE UNITED STATES.

No. 125.

APPEAL FROM THE DECREE OF THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

The schooner Mary Clinton, laden with a cargo of 874 casks of rice, 338 sacks of peas, 2 bales of straw hats, and 3 bales of merchandise, was captured on the high seas as lawful prize of war, on the 29th of May, 1861, by the United States ship-of-war Powhatan, David D. Porter, Esq., commanding, on a voyage from Charleston, South Carolina, (which port she left on the 12th of May, 1861,) to the port of New Orleans. The capture was made in the Gulf of Mexico, off the mouth of the Galuda branch of the Mississippi river, about forty or fifty miles from Pass l'Outre, and 120 miles from New Orleans, whither the vessel was then steering. She was taken to New York and there libelled in prize by the United States attorney on the 3d of July, 1861.

By the manifest, bills of lading, invoices, and other papers found on board, it appears that the cargo was all shipped at Charleston by houses resident there, to consignees resident at New Orleans, in the usual course of trade, but with orders to the master to proceed to Havana if, by reason of the blockade

of the port of New Orleans, he could not reach that port. (Rec., pp. 56–63.)

Claims for portions of the cargo were filed by George W. Williams & Co., of Charleston, (Rec., p. 8,) by Trenholm Brothers & Co., the New York branch of the Charleston house of John Fraser & Co., on behalf of John R. Armstrong, of Liverpool, the regular correspondent of the house of John Fraser & Co., and a member of its Liverpool branch, Fraser, Trenholm & Co., (Rec., p. 10;) by Converse, Tyler & Co., of New York, for Patrick Ryan, (Rec., p. 12;) by E. David, of Charleston, (Rec., p. 41;) by Sturgis, Bennett & Co., of New York, (Rec., pp. 5, 6;) by C. M. Fry & Co., of New York, (Rec., p. 7;) and by Grinnell, Minturn & Co., of New York, (Rec., p. 9.)

A claim for the vessel was also filed by Patrick Henry Ryan. (Rec., p. 13.)

On the 26th of October, 1863, the district court condemned both vessel and cargo as lawful prize of war. (Rec., p. 64.)

From this decree but three of the claimants above named have appealed to this court, viz: Sturgis, Bennett & Co., C M. Fry & Co., and Grinnell, Minturn & Co. (Rec., p. 66.)

The only questions before this court are, therefore, those raised on the claims of these three parties. The decree condemning the vessel and all of the cargo not claimed by them stands unquestioned.

It is conceived that the claims of these appellants rest upon the same grounds, and they will, therefore, be considered together.

Sturgis, Bennett & Co. claim 100 tierces of rice, marked Jeff, No. 1 to 100, alleging that on or about the 10th of May, 1861, the firm of T. J. & C. H. Moise & Co., of Charleston, South Carolina, shipped on board the Mary Clinton the said 100 tierces of rice, to be delivered at New Orleans to S. L. & E. L. Levy, consignees thereof, and *there sold;* that the object of such consignment was to operate a remittance for the payment of debts owing by the said firm to the claimants and others, their creditors; that *subsequently to the said shipment*

the said firm of T. J. & C. H. Moise & Co. have transferred to these claimants the said rice, to be received and sold by them, and the proceeds thereof placed to the credit of the said firm with the claimants; that at the times in the libel set forth the said firm of T. J. & C. H. Moise & Co. were indebted to the claimants under their firm of Sturgis, Bennett & Co. in an amount exceeding the value of the said rice, and that the same and the proceeds thereof, if restored, do and will belong to the claimants; that Moise & Co., and the partners thereof, and the claimants, were all citizens of the United States—Moise & Co. residing and carrying on business at Charleston, in South Carolina, and the claimants at New York, and that the said rice is not, for anything set forth in the libel, condemnable. They also except that it does not appear that any war exists between the United States and the States of South Carolina or Louisiana, or the people thereof, respectively, and that it does not appear that any blockade was established or notified to the vessel, or master or owners thereof, or the shippers of the goods. (Rec., p. 5.)

The test oath made by Benjamin G. Arnold declares that the facts relating to the shipment of the rice, as stated in the claim, are stated by him from the correspondence of the shippers. (Rec., p. 6.)

Sturgis, Bennett & Co. also claim 75 tierces of rice marked (B,) 1 to 75, part of said cargo, alleging that on or about the 10th of May, 1861, J. A. Burckmeyer, of Charleston, S. C., shipped on board the said Mary Clinton the said 75 tierces of rice, to be delivered at New Orleans to S. L. & E. L. Levy, consignees thereof, and *there sold*. This claim follows the form of the preceding ones, alleging that the object of the consignment was to "operate a remittance for the payment of debts" owed by Burckmeyer to the claimants and others; that Burckmeyer *subsequently to the shipment* transferred this rice to the claimants, to be received and sold by them, and proceeds to be credited to Burckmeyer; that Burckmeyer was indebted to them more than the value of the rice; that they are all citi-

zens of the United States, Burckmeyer residing in Charleston, &c.; ending with the two exceptions to the existence of a war, or a blockade, and verified by the same form of oath. (Rec., p. 6.)

Charles M. Fry & Co. claim 283 casks of rice marked as follows: "K," 164 casks; "M," 32 casks; "L," 87 casks, part of said cargo, alleging that Thomas J. Ker, a citizen of the United States, residing at Charleston, South Carolina, on the 10th of May, 1861, was indebted to the claimants in a large sum, exceeding the value of said rice, and on that day shipped the rice in the Mary Clinton, to be carried in her to New Orleans, if that port was not blockaded, and there to be delivered to J. D. Denegre, there to be sold and the proceeds accounted for and paid over to the claimants on account of their debt; and in case the port of New Orleans should be blockaded, then to be carried to Havana and there delivered to J. C. Burnham & Co., of Havana, to be by them sold and the proceeds accounted for to the claimants on account of their said debt; that the said rice, if released, does and will belong to the claimants. and that they are citizens of the United States, conducting their business under their firm name at New York. They also make the two exceptions already stated. (Rec., p. 7.)

Grinnell, Minturn & Co. claim 235 tierces of rice and three half tierces of rice, part of said cargo, alleging that the said 235 tierces and three half tierces rice (of which 52 tierces and one half tierce are marked "T. G. P.," numbered 1 to 53, 30 tierces and two half tierces, marked "W. A. A.," are numbered 1 to 32, and 153 tierces marked Combahee, numbered from 1 to 153) were shipped in the Mary Clinton at Charleston, South Carolina, on or about the 10th of May, 1861, by Henry Cobia & Co., of Charleston, consigned to S. L. & E. L. Levy, of New Orleans, for which port said vessel was bound, *which rice at the time of shipment and of capture belonged to the said shippers;* that on the 20th of June the said Henry Cobia & Co. transferred to Street & West, of Charleston, the said rice, and

on the 21st of June aforesaid (1861) the said Street & West transferred to these claimants the said rice to be received, to be by them sold on account of the said Street & West, and the proceeds applied to the payment of the amount owing by them to the claimants, and to hold the surplus to their account, which indebtedness of Street & West to the claimants was and is $4,200 and upwards; that Henry Cobia & Co. and Street & West were commercial firms doing business at Charleston, South Carolina, and the claimants a firm doing business at New York, and that they are entitled to the possession of the said property, and the same, if restored, will belong to the claimants, subject to account for the surplus of the proceeds of the sale to the said Street & West. (Rec., p. 9.)

The manifest, dated Charleston, May 10, 1861, and sworn to before the rebel collector at that port, (Rec., p. 55) and the bills of lading (Rec., pp. 59–60) found on board the captured vessel describe the portions of cargo claimed by these three claimants as follows:

One hundred casks rice, (marked Jeff. 100,) shipped by Moise & Co., of Charleston, consigned to S. L. & E. L. Levy, of New Orleans.

Seventy-five casks rice, (marked B. 75,) shipped by John A. Burckmeyer, of Charleston, consigned to S. L. & E. L. Levy, of New Orleans.

These two consignments are claimed by Sturgis, Bennett & Co.

Two hundred and eighty-three casks rice, (marked K. L. M.,) shipped by Thomas J. Ker, of Charleston, consigned to order, deliverable at New Orleans. In a letter found on board, addressed by Kerr to the master of the Mary Clinton, dated Charleston, May 11, 1861, he says: "If you arrive safely at New Orleans, call on J. D. Denegre in regard to my shipment of rice. Should you be compelled to go to Cuba and land your cargo, deliver *my* rice to J. C. Burnham & Co., Havana." (Rec., p. 62.)

This consignment is claimed by C. M. Fry & Co.

Two hundred and thirty-eight casks rice, (described in bill of lading as 235 whole and 3 half casks,) marked 63, 64, 65, shipped by Henry Cobia & Co., of Charleston, consigned to S. L. & E. L. Levy, of New Orleans.

In a letter to the master of the Mary Clinton, dated Charleston, May 10, 1861, Henry Cobia & Co. say: "By your vessel we have shipped 235, 3–2 casks rice for New Orleans, and as there are grounds for apprehending a blockade of that port, you are hereby authorized, so far as we are concerned in your cargo, if an entrance cannot be made into New Orleans, to proceed to Havana and consign our shipment to Messrs. J. M. Morales & Co., to whom we have written by your vessel. We trust, however, that you may have a quick trip, and, evading the grasp of 'Old Abe's' crew, make a safe entry at New Orleans." (Rec., pp. 61, 62.)

In a letter of same date to Morales & Co., Havana, Henry Cobia & Co. inform them of the shipment of the rice by the Mary Clinton to New Orleans, consigned to their friends there; but, apprehending the blockade of that port, they add that "the captain of the Mary Clinton has instructions from the various shippers to proceed to Havana if he cannot enter his port of destination. Our present object is to hand enclosed invoice of *our* rice at first cost, and we wish you to receive the same and sell on account and risk of Messrs. S. L. & E. L. Levy, of New Orleans, and ourselves. If there is any practicable manner of advising either Messrs. Levy or ourselves, we shall be pleased for you so to do. Proceeds of sales we would prefer remitted to Messrs. Levy, but in this you must be governed by circumstances of our political difficulties." (Rec., p. 63.)

The invoice enclosed in this letter describes the shipment in detail, and declares it shipped by Henry Cobia & Co., consigned to Messrs. S. L. & E. L. Levy, New Orleans, "for sale on y'r ac.; risk with shippers." (Rec., p. 63.)

This consignment is claimed by Grinnell, Minturn & Co.

I. THESE CONSIGNMENTS ENEMY PROPERTY.

Whether the property embraced in these several consignments was owned at the time of capture by its Charleston shippers, respectively, or by its New Orleans consignees, or by both, can make no difference, since at that time both were public enemies, residing and doing business within the territory at war with the United States, and at ports actually blockaded by its naval forces. That it was then so owned cannot be questioned. Nothing in the case will support a suspicion of title elsewhere, nor do the claimants allege it. On the contrary, they all distinctly admit that it was then owned by the several Charleston shippers. Sturgis, Bennett & Co., in both claims, allege that Moise & Co. and Burckmeyer transferred the rice to them *subsequently to its shipment*, which, of course, means subsequently to its capture, since the claimants have not alleged its transfer after shipment on the 9th, and before capture on the 29th of May, as they would have done had such been the fact, and since such a transfer of a cargo *in transitu* from Charleston to New Orleans to a New York house was extremely improbable. C. M. Fry & Co. do not allege any transfer at all of the rice claimed by them; and Grinnell, Minturn & Co., with creditable candor, state that the rice claimed by them belonged, at the time of shipment *and of capture*, to the shippers.

Being, then, enemy property when captured on the high seas by a ship-of-war of the United States, no authority is needed to show that it was good prize.

But even if we concede that, previously to its capture, it had been transferred by solemn and effective formula to the claimants, it was still not less lawful prize as enemy property—

1st. Because it was taken whilst in enemy possession, engaged in enemy trade between two enemy ports. According to the statements of the claimants, it was to have been *sold* at New Orleans by the enemy consignees. No stronger case of enemy character ever existed.

2d. Because, during war, the subject of one belligerent cannot trade with the subjects of the other without the special license of his government. Between such all trade is illegal. This, as Sir William Scott says, "has been held indubitably clear." (*The Jonge Pieter*, 4 Rob., 84.) Whatever might have been the legal predicament of these goods in a prize court if they had been honestly transferred in payment of debts before capture, and had been taken in an attempt to reach *the port of New York*, where the claimants lived, we think the learned counsel will hardly contend, even assuming such transfer, that their New York ownership could relieve them of the character of enemy property when they were captured on their way to New Orleans for sale.

This, then, must dispose of these claims; for if it be true that this rice on its way to New Orleans for sale was enemy property at the time of capture, whether owned by the Charleston shippers or the New York claimants, it must also be true that no claim which the New York houses then had or afterwards acquired on the proceeds of the rice as a discharge of the indebtedness of its Charleston shippers to them could be valid against the rights of the captors; and this is all that the claimants allege.

Sturgis, Bennett & Co. say that Moise & Co. and Burckmeyer were, before the capture, indebted to them more than the value of their respective shipments, and that the object of the shipments was "to operate a remittance for the payment" of these debts.

C. M. Fry & Co. say that Kerr was indebted to them on the 10th of May, 1861, (the date of the shipment,) more than the value of the shipment, and that it was to be sold by the consignees and the proceeds accounted for and paid over to Fry & Co. on account of their debt.

Grinnell, Minturn & Co. say that on the 20th of June (after the capture) Cobia & Co., the shippers and owners, transferred their shipment to Street & West, of Charleston; and on the 21st of June Street & West transferred to Grinnell, Minturn

& Co. the said rice, to be received and sold on account of Street & West, the proceeds to be applied in payment of $4,200 and upwards which Street & West owed them, and the surplus to be held by them for Street & West. These claimants assert no claim whatever against the rice owned by Cobia & Co. except such as they say has arisen since the capture.

Taking, then, the strongest case for the claimants, and conceding that these shipments were on their way to New Orleans under a prior arrangement that they should there be sold and their proceeds applied in payment of New York debts, the question is, Could such prior arrangement defeat the rights acquired by the captors to property taken on the high seas on its way from one enemy port to another, such property being then owned by the enemy shipper, and shipped for sale by the enemy consignee?

This question is answered by the suggestion already made that property taken in enemy possession on its way from one enemy port to another for sale there, and thus engaged in enemy trade, is, by that fact, stamped with a hostile character, whether owned by an enemy or not, and especially that, if owned by a subject of the captor's government, it is lawful prize, all trade between such subject and the subjects of the enemy being interdicted during the war. (*Jonge Pieter, supra.*)

It will be observed that there is no question of neutrals here, though it may be affirmed that if the claimants were neutrals they would be in no better case. It is a question between enemies who can have no rights in the premises and subjects of our own government who are interdicted by a stern and wise policy from any trade with an enemy without government license.

How, then, can subjects of our government set up a violation of that rule in order to defeat the belligerent rights of their government as captor of property in enemy possession and engaged in enemy trade? *A fortiori*, how can they set

up a violation of that rule to defeat the rights of their government as captor, when the captured goods are, at the time of capture, not only in enemy possession and trade, but in actual enemy ownership? A lien on the goods, if such existed, in favor of the subject of the capturing government, could of course have no more force than the fact that they actually owned the goods. In either predicament the goods were captured *in delicto*. It is the irreparable misfortune of the claimants' case that the property to which they assert a right, whether as actual owners or as lien creditors, was taken on its way to New Orleans, where its sale would have aided the public enemy, and not on its way to New York, where its appropriation in payment of the debts due the claimants would have aided their own government.

But the claimants had not even a lien on these goods at the time of capture which a prize court could protect against the rights of the captors.

1st. The facts in proof do not show any arrangement for the sale of these goods in payment of the debts due the New York claimants *existing prior to or at the time of capture*. In the letters of Kerr and Cobia & Co., before cited, they use the words "my rice" and "our rice." Cobia & Co. direct Morales, if the rice should be sold at Havana, to remit the proceeds to Messrs. Levy, at New Orleans. Not one word on the bills of lading or other ship's papers indicates a purpose to apply the proceeds of the rice in payment of New York creditors, or in any way distinguishes it from any other cargo shipped in ordinary commerce. And this fact, as will be seen in the cases hereinafter cited, must, of itself, be fatal to these claims, since the captors had no means of learning that such alleged lien existed.

But, above all, why should the Charleston debtors of a New York house ship their goods in payment of that indebtedness to the blockaded enemy port of New Orleans, rather than to the open friendly port of New York? And what better facilities existed for selling rice at New Orleans for the benefit of these creditors than at New York, where they lived? The pretence

of a lien for their benefit existing before the capture is utterly incredible. Indeed, Grinnell, Minturn & Co. show that, in their case, it has no existence. Nor do Sturgis, Bennett & Co., and Fry & Co. assert its existence, although they disingenuously abstain from giving the date of the alleged arrangement by which the shipments were to operate a remittance for the payment of their debts.

Upon the whole proof it is clear that no such arrangement existed at the time of the capture. It is an afterthought by which the enemy owners seek to shield themselves from loss by wresting their property from the hands of the captors and appropriating it in payment of their debts.

2d. But even if such arrangement existed prior to the capture, it gave no lien which could be enforced against the rights of the captors. Prize courts never allow claims of this character, even when made by neutrals, to defeat the title of the captor. He lays his hands on the tangible property found in the name and possession of the enemy, and is not affected by secret agreements of which he can have no knowledge.

It cannot be necessary for this court to trouble itself with this question in the present case, since not the slightest proof of any such lien exists; but to show that, even if proved, it could be of no avail, we refer to The Marianna, (6 Rob., 24;) The Tobago, (5 Rob., 218;) The Josephine, (4 Rob., 25;) The Aurora, (4 Rob., 218;) The Carolina, (1 Rob., 305;) The Francis, (8 Cranch, 418, 1 Kent's Com., 94;) The Ann Green, (1 Gall., 289;) The St. José Indiano, (1 Wheat., 208;) opinion of Judge Sprague in claim of Phipps in The Amy Warwick, (Upton's Prize, 156, 3d ed.)

II. BREACH OF BLOCKADE.

When the Mary Clinton was captured, viz., on the 29th of May, 1861, a vigorous and effective blockade of the ports of the rebellious States had been set on foot in pursuance of the President's proclamation of the 19th of April previously, including the ports of Charleston and New Orleans. When, therefore, she sailed from Charleston under a rebel clearance,

on the 12th of May, 1861, that act was an offence which subjected her to capture; for, coming out of a blockaded port, she was bound, upon a familiar principle referred to in The Prize cases, (2 Black, 636,) to take notice of the blockade.

But, with a tenderness hardly due to a rebel-owned ship and cargo, an officer of the United States ship Niagara, on the 12th of May, 1861, boarded the Mary Clinton and indorsed on her register, "Boarded and warned off the southern coast by U. S. S. Niagara." (Rec., p. 56.) Although the master and owner affected, on his examination, to be ignorant of the meaning and effect of this indorsement, he admits that the boarding officer told him he doubted if he would be permitted to go to New Orleans. And the mate says that warning of the blockade was given by the officer, and he made an entry of the fact in the log-book. He also says the officer stated to the captain, in his hearing, that New Orleans would probably be blockaded before they would reach there. (Rec., p. 52.) To interrogatory twenty-fourth the mate says, "I know that after she received warning she still sailed for New Orleans; she kept on her course. If we had not met the Powhatan we would have gone in. We expected to find a vessel there blockading. We went on because our cargo was for New Orleans, and we wanted to deliver it there if we could. We were trying to go to New Orleans to know where to go with the cargo. We did not expect to get the vessel up." (Rec., p. 52.) Here is explicit proof, both of a blockade of the port of New Orleans, and of knowledge of it by the captured vessel when attempting to enter that port.

Knowledge of the blockade of New Orleans, and a purpose to violate it, are also shown in the letters of Cobia & Co., before cited. (Rec., pp. 62, 63.)

On both grounds, therefore, the decree of the district court should be affirmed.

JAMES SPEED,
Attorney General.
TITIAN J. COFFEY,
Special Counsel United States.

UNITED STATES DISTRICT COURT.

THE UNITED STATES
vs.
THE SCHOONER MARY CLINTON, CARGO, &c.

OCTOBER 26, 1863.

BETTS, J.—The above vessel and cargo were captured May 29, 1861, by the United States vessel-of-war Powhatan, in the Gulf of Mexico, near one of the mouths of the Mississippi, steering towards the river, and bound to the port of New Orleans, and was brought into this port for adjudication as prize.

A libel for that cause was filed in this court against the prize July 3 thereafter. The vessel was laden at Charleston with a cargo of rice on the 12th of May, 1861, bound to the port of New Orleans. Several parties intervened, having interposed claims and defences in the cause.

On the 23d of July aforesaid Patrick Henry Ryan filed a claim as sole owner of the schooner, alleging that he was a citizen of the United States at the time the vessel sailed from Charleston, and so continued to the time of filing his claim.

On the 13th of July aforesaid the firm of Trenholm, Brothers & Co. (of which firm one member resides in New York, one in Liverpool, and six in Charleston) filed their answer and claim in the cause as agents of, and intervening for, John R Armstrong, of Liverpool, and claiming that one hundred and two tierces of rice, part of the cargo of the vessel, belonged solely and exclusively to the said John R. Armstrong. They deny, by their answer, the rightful capture of the vessel. They also, by their answer, except to the sufficiency of the libel in not charging against the vessel or cargo any act committed in violation of law; and they further allege that the libel does not, on its face, show any cause whatsoever for the detention of the vessel or cargo, or charge the existence of war between the United States and the State of South Carolina, or the State of Louisiana, nor between the said States them-

selves, nor the existence of any blockade, or the legal notification thereof, if one was imposed in fact.

On the 6th of July aforesaid C. M. Fry & Co., of New York, filed a claim to the proceeds of 283 casks of rice, part of the cargo of the vessel, to be paid and accounted for to them by the consignee in New Orleans, towards payment of an indebtment due them by the shippers of the rice, in case the rice was delivered and sold in New Orleans; and they deny the rice was subject to seizure, detention or forfeiture, by reason of any matters alleged in the libel, and they also submit exceptions to the libel, for insufficiencies in its allegations:

1st. That it does not appear that a state of war subsisted, whereby the goods were subject to seizure, detention or condemnation, as prize of war.

2d. That it does not appear that, at the time of the seizure alleged in the libel, any blockade existed or was duly notified, by reason whereof the goods were liable to seizure or condemnation.

On the 10th day of July aforesaid the firm of Sturges, Bennet & Co., of New York, filed their claim in the suit to seventy-five tierces of rice, part of the same cargo, alleging that J. A. Buckmeyer, in Charleston, S. C., shipped the said quantity of rice on the vessel to be delivered at New Orleans, to S. L. & E. L. Levy, consignees, there to be sold, with a view to operate a remittance for the payment of debts owing by Buckmeyer to the claimants, his creditors; that subsequently to that shipment Buckmeyer transferred to the claimants the said rice, to be received and sold by them to the end aforesaid, and that at the time Buckmeyer was indebted to the claimants to an amount exceeding the value of the said rice; that at all the times Buckmeyer and the claimants were citizens of the United States, the former residing at Charleston and the latter at the city of New York, and the claimants deny the rice is liable to seizure or condemnation.

To this claim the same exceptions to the libel were annexed as to the one preceding.

The firm of Grinnell, Minturn & Co., of the city of New York, the same day, (July 10,) filed a claim to two hundred and thirty-five tierces and three half tierces of rice, part of the cargo seized in this suit on board the vessel, and allege that the aforesaid parcels of rice were shipped May 10, 1861, in the vessel at Charleston, South Carolina, by Henry Cobia & Co., of the same place, consigned to S. L. & E. L. Levy, of New Orleans, and at the time of shipment and capture belonged to the said shippers; on the 20th of June said shippers transferred the said rice to Street & West, of Charleston, and on the next day Street & West transferred the rice to the claimants, to be received and sold by them on account of Street & West, and the proceeds to be applied to the payment of the amount owing by Street & West to the claimants, and they to hold the surplus to their account—which indebtedness to the claimants was $4,200 and upwards. That at all the times before mentioned Henry Cobia & Co. and Street & West were each a commercial firm, doing business at Charleston, South Carolina, and the claimants were citizens of the United States, doing business in the city of New York. The above issues were noticed by the United States attorney for hearing at the present October term of the court, and defaults of all the claimants (except John R. Armstrong, claimant of one hundred and two tierces of rice (A) No. 1) were taken, the others having failed to appear and make defence thereto. The case has now been heard upon such default of the other claimants as against them, and on the contestation of the claimant, Armstrong, and the argument of his counsel in regard to his interest and defence in this suit.

The objection sought to be raised through the claims to the sufficiency of the libel, in point of pleading, has no foundation or support in the prize practice in the English or American courts. (The Fortuna, 1 Dods. 82; Halleck, Nat. Law, ch. 31, sec. 32.)

The judicial history of this case patent upon the pleadings on file, and the concomitant action of the parties and the court,

in respect to the litigation involved in this suit, demonstrate that the points attempted to be brought into renewed discussion at this time have been all definitely disposed of in the consolidated hearing before the Supreme Court, in December term last, of a body of prize cases brought before that tribunal from various circuit courts of the United States. (The Hiawatha *et al. vs.* The United States, 2 Black. R.)

The main questions of law raised in this case are distinctly made upon the claims and answers filed by the several parties in the decision referred to, and are all resolved therein against the defences. The bar interposed by these defences to the suit consisted of these cardinal positions: That the hostilities subsisting between the government and the rebels had not the character and attributes of a public war, and that accordingly the rules of national law applicable to wars of that description did not govern the rights or liabilities of the respective parties asserted in this suit; that a lawful blockade had not been imposed by this government, and put in force at the time of the arrest of the vessel in this suit; that the property of persons domiciled or residing within the rebel States was not a proper subject of capture on the sea, as enemy's property. But the judgment of the Supreme Court determines that the proclamation of the blockade is of itself conclusive evidence that a state of war existed, which demanded and authorized a recourse to such a measure, under the circumstances existing in the case; that property devoted to illegal traffic becomes thus stamped as enemy property; that quality of hostility does not depend exclusively upon the personal sentiments or lawful allegiance of the party, but arises often from his actual or business residence; so that the produce of the soil of the hostile country, engaged in the commerce of the hostile power, without regard to the domicile of the owner, is legitimate prize. (Decisions of the Supreme Court above referred to. The Hiawatha and others *vs.* The United States, Lawrence's Wheat. Intern. Law, ed. 1863. Suppl., p. 13.)

Ryan claims to be the owner of the vessel. Her register

shows her ownership to be in New Orleans. The master testifies he has no domicile, and that he resides with his vessel and was born in Virginia. The mate knows no domicile of the master and wife, except where his vessel is. The testimony shows the vessel was laden at Charleston, and despatched thence for New Orleans, May, 1861. The vessel, on going out of the harbor of Charleston, was arrested, and a warning was indorsed on her register by the United States officer boarding, not to enter any port in the southern States. (Master's Int., 22.)

The indorsement introduced in evidence before the court is perfectly legible and intelligible in its terms and signature, and is in this form: "May 12, 1861, boarded and warned off the southern coast by the U. S. S. Niagara. H. P. Dekrafft, Lt. U. S. navy." When the vessel arrived off the Mississippi she was seized by the United States ship-of-war Powhatan. The master testifies he does not know for what she was arrested; the mate says it was for attempting to break the blockade.

It is very plain, from the statements of the master and mate, independent of the above notice, that they were well aware that New Orleans was declared under blockade when the vessel directed its course there subsequent to her warning; and finding, in fact, the proclamation fulfilled by a blockade efficiently enforced on her departure from Charleston and her arrival at New Orleans, she repeated the violation of it with full knowledge and designedly. There is accordingly no room for doubt that the violation of the blockade at both ports was direct and intentional.

It appears by the pleadings that the cargo on board the vessel was procured at Charleston by residents domiciled there, who acted as agents for John R. Armstrong, represented to be the owner of the cargo, and a neutral resident in Great Britain. It matters not whether Armstrong has a copartnership interest with his agents domiciled in the enemy country in the trade conducted in the products of that country with the enemy of the captors. A neutral friend to both belligerents cannot transport over the sea the effects of one to the use of the other,

though also his friend. He is not allowed to aid and benefit the commerce of one belligerent to the prejudice of another. By investing his means and participating in the trade and mercantile concerns of a belligerent nation a neutral has, in effect, affixed to him the national character of the places at which he carries on his commerce. (Halleck, ch. 29, sect. 26, 27; Upton, Mar. War., 124; Des Gebrœders, 4 Rob. R., 191.)

The produce of the enemy's soil and country owned by a neutral, whilst it remains in the enemy's country, particularly if obtained by a resident agent of the neutral merchant therein, has imparted to it the stamp of enemy property, and the owner, *pro hac vice*, is an enemy. (Supreme Court United States Decisions, *ante*; Wheat. Supp., page 20; The Vigilantia, 1 Rob., 1.) Thus, the interest of the claimant Armstrong in the cargo procured by him in Charleston, and shipped on the voyage in question, falls within the principle, and is confiscable as enemy property. It is also directly so in consequence of its being knowingly transported from an enemy port under blockade, and designed to be carried to another blockaded port, and being arrested in the effort to break the blockade of New Orleans. The knowledge of the master, and his culpable purpose, is established by the written warning indorsed on the register of his vessel, and is proved against his denial on his examination *in preparatorio*, by that document, and also by the testimony of the first mate of the vessel on the same examination. The fact of the blockade, both at the ports of departure and destination, at the time of the appearance of the vessel before those lines, and its efficacy, is demonstrated by the actual arrest of the vessel at each on its attempt to pass them.

The other claimants had no fixed property in the cargo captured. They had no higher interest than a privilege or lien at the utmost for payment of pre-existing debts from the proceeds to be realized out of the various shipments of rice on the sale thereof in New Orleans. It is clear that the interest or expectancy of creditors in enemy property arrested as prize is not exempt from capture as such, and accordingly the libel-

lants are entitled to its condemnation and forfeiture. (Wheaton on Captures, ch. 3, sec. 15; The United States *vs.* The Sally Magee, now on appeal in the Supreme Court,) in which C. M. Fry & Co. are also claimants in part, and where like points of law are considered by this court.

For the reasons above suggested the vessel and cargo prosecuted in this suit are subject to condemnation and forfeiture.

Decree of condemnation accordingly.